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ABSTRACT

The collective bargaining agreement between the Massachusetts Board of Regents of Higher Education and the Massachusetts Society of Professors at the University of Lowell covering the period July 1, 1983-June 30, 1986 is presented. An affiliate of the National Education Association and the Massachusetts Teachers Association, the unit has 423 full-time faculty. Items covered in the agreement include: definitions and unit recognition; management rights and prerogatives; grievance procedure; criteria for appointment, promotion, and tenure; tenure and promotion procedure; evaluation of faculty and librarians; affirmative action programs; personnel files; retrenchment; termination, dismissal, and resignation policies; academic freedom and responsibility; workload; department chairperson and committees; support services and facilities; salaries; supplemental benefits; sabbatical leaves; no strike/lockout clauses; and agency fees. Appendices include: a payroll deduction authorization form, a professional vita form, and a vita for annual merit evaluation. (SW)

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ED278345

AGREEMENT BETWEEN

THE BOARD OF REGENTS OF HIGHER EDUCATION

AND

THE MASSACHUSETTS SOCIETY OF PROFESSORS

AT

THE UNIVERSITY OF LOWELL

1983 - 1986

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PREAMBLE

This Agreement entered into by the Board of Regents of Higher Education and the Massachusetts Society of Professors at the University of Lowell/MTA, has as its purpose the promotion of harmonious relations between said parties, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of terms and conditions of employment. The parties have undertaken in this Agreement to formulate arrangements designed to maintain and strengthen an advanced academic position for the University of Lowell in instruction, service and research, and to respond to the critical needs of the Commonwealth and its people.

ARTICLE I

DEFINITIONS

1. The term "Administration" as used in this Agreement includes the President and other principal administrative officers of the University appointed by the Board; such designation does not apply to individuals and positions included in the bargaining Unit as described under this Agreement.

2. The term "Administrative Representative" as used in this Agreement means an administrator who, from time to time, has been designated as such representative by the President. Such designation does not include any person who is a member of the Unit as provided in this Agreement.

3. The term "Administrator" as used in this Agreement means any person serving in a full-time administrative capacity and appointed by the Board.

4. The term "MSP/MTA" as used in this Agreement means the Massachusetts Society of Professors at the University of Lowell/MTA as recognized pursuant to this Agreement.

5. The term "MSP Representative" as used in this Agreement means any representative of the Society who is a member thereof, and has been officially so designated in writing by the Executive Director of the MSP to the President of the University or to a representative of its affiliate organizations who has been officially so designated in writing by the Executive Director of the MSP to the President of the University.

6. The term "Board" as used in this Agreement specifically refers to the Board of Trustees of the University of Lowell as created under the laws of the Commonwealth of Massachusetts or any successor in interest, but in all cases such term of reference encompasses the legal authority of and fully binds the Board of Regents of the Commonwealth of Massachusetts as defined by Massachusetts law. The term "Regents" as used in this Agreement refers specifically to the Board of Regents of the Commonwealth of Massachusetts as defined by Massachusetts law or any successor in interest.

7. The term "Campus" as used in this agreement refers to any site or location of the facilities or properties of the University of Lowell.

8. The term "University" as used in this Agreement refers collectively to all facilities and properties which now are or hereafter shall be designated by the Board for the use of the University of Lowell.

9. The term "Dean" as used in this Agreement means the Dean of the respective college of the University, his or her designee, or the person holding the equivalent position as may be designated by the Board.

10. The term "Department" as used in this Agreement refers to the organizational units of the faculty as now are or hereafter may be established.

11. The terms "Chair" and "Department Chairperson" as used in this Agreement mean any person appointed by the President to the positions of Department Chair or Department Head in accordance with the provisions of Article XVII of this Agreement to fulfill the responsibilities set forth therein with respect to any department of the University as defined in this Agreement.

    [The terms "Library Division Head" or "Division Head" as used in this Agreement are defined in Article XVII, Section P.]

12. The term "Unit Member" as used in this Agreement means any member of the bargaining Unit. The term "Faculty" or "Faculty Member" means any member of the bargaining Unit holding the rank of Instructor, Assistant Professor, Associate Professor, or Professor.

13. The term "Recommending Authorities" or "Reviewing Authorities" as used in this Agreement means each level in the appointment, reappointment, non-reappointment, promotion and tenure processes; these recommending authorities shall make independent determinations under the Agreement.

14. The term "President" as used in this Agreement means the chief executive officer of the University of Lowell, or a person acting in that capacity, duly appointed and authorized by the Board.

15. The term "Promotion" as used in this Agreement means advancement from a lower faculty rank or librarian rank, as the case may be, to a higher faculty rank or librarian rank.

16. The term "Rank" as used in this Agreement means any one of the four faculty ranks of Instructor, Assistant Professor, Associate Professor and Professor and any one of the librarian ranks of Librarian Associate, Librarian I, Librarian II, Librarian III, and Librarian IV.

19. The term "Student" as used in this Agreement means any person certified by the Registrar or the Registrar's designee to be officially enrolled in the University as an undergraduate student; and the term "Graduate Student" as used in this Agreement means any person certified by the Registrar or the Registrar's designee to be officially enrolled in the University as a graduate student.

20. The term "Tenure" as used in this Agreement means the right of full time faculty and librarians of the University to be removed from the faculty or librarian staff at the University of Lowell only upon a finding of just cause, to a hearing prior to dismissal, and to such review as is provided in this Agreement. References to tenure in this Agreement do not apply to part-time faculty.

21. The term "Termination" means the permanent severance of an existing employment relationship with the University.

22. Except as otherwise specifically noted, the term "Working Day" or "Work Day" as used in this Agreement means any day that is part of the academic or the librarian professional year, depending on the individual involved.

ARTICLE II

RECOGNITION AND FAIR PRACTICES

A. The Massachusetts Board of Regents of Higher Education and the Board of Trustees of the University of Lowell (hereinafter referred to as the "Board") recognize the Massachusetts Society of Professors (MSP) at the University of Lowell/Massachusetts Teacher Association (MTA) as the exclusive collective bargaining representative with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment for a bargaining unit which shall be located at the University of Lowell, Lowell, Massachusetts as appropriately certified under Massachusetts General Laws, Chapter 150E, which bargaining unit consists of all faculty (including department chairpersons) who hold a full-time appointment from the Board as Professor, Associate Professor, Assistant Professor, and Instructor (hereinafter called faculty or faculty members), and all Librarians holding full time appointment from the Board (hereinafter called Professional Staff). This is the bargaining unit as set forth in Labor Relations Case No. SCRE 2006, minus Counsellors who have left the Unit and Research Associates, a category no longer extant.

B. As the sole bargaining representative, the MSP shall continue its policy of accepting into membership in the Unit all eligible persons without regard to age, race, color, religion, national origin, marital status or sex, handicapped, or veterans' status. The MSP and its affiliates shall represent equally all Unit members without regard to membership or participation in their activities.

C. During the terms of this Agreement, the jurisdiction of the MSP shall extend to those faculty and librarians who now or hereafter hold full-time appointment to the positions included in the bargaining Unit, and no position shall be removed from the Unit as defined in paragraph "A" above except as may be otherwise mutually agreed by the Parties. In the event new positions are created and the parties, after conferring on the matter, are unable to reach agreement as to the placement of such positions within the bargaining Unit, the dispute shall be referred to the State Labor Relations Commission.

D. The MSP and/or Board shall not discriminate against any Unit member or coerce any Unit member for exercising his or her rights under the provisions of Chapter 150E, as amended or revised. (cf. Appendix IX).

E. The MSP and/or Board shall not discriminate against any person because of race, color, sex, religion, national origin, marital status, veteran status, handicapped person, or age as provided by law, and all faculty members shall receive the full protection of this Agreement.

F. Nothing contained herein shall be construed to prevent the Board or its duly authorized agents from meeting with any faculty group for the sole purpose of hearing the views and proposals of said group.

G. Within the scope of contractual provisions, the MSP shall cooperate when necessary with the Board in the implementation of the process specified by the University Affirmative Action Program and the implementation of any affirmative action program as required by federal or state laws, regulations, guidelines and policies.

H. All rights, benefits, duties, and obligations of Unit members as set forth in this Agreement are, during the term of this Agreement, expressly incorporated into and made part of any individual contract of employment that has been or shall hereafter be entered into between the Board and any person who is or shall hereafter become a member of the bargaining Unit; and no such contract shall be contrary, in whole or in part, to the terms and conditions set forth herein.

I. Every full-time member of the bargaining Unit as described in this Agreement shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in the elections in the manner provided in this Agreement.

ARTICLE III

UNIVERSITY MANAGEMENT RIGHTS AND PREROGATIVES

A. General Provisions

The management of the University and the direction of the employees in the bargaining Unit are vested exclusively in the University of Lowell Board of Trustees and the Massachusetts Board of Regents of Higher Education. The Board shall continue to have all rights customarily reserved to management. Reserved rights include but are not limited to the following:

1. The right to enact University policies, rules and regulations which are not in conflict with this agreement;

2. The right to hire, promote, suspend, discipline, transfer or discharge for proper cause all employees and determine their qualifications;

3. The right to award tenure or to otherwise determine the employment period of all employees in the Unit;

4. The rights to relieve employees from duty because of lack of work, legislative budget reductions, financial exigency or other proper reasons;

5. The right to determine financial policies, budgetary preparation and submission including accounting procedures; and

6. The right to determine the management organization of each aspect of the University operation and the selection of employees for promotion to supervisory or other managerial positions.

B. Limitation of Management Rights

Provided that in the exercise of the foregoing powers, rights, authority, duties and reponsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be subject to the limitations imposed and/or secured by the specific and express terms of this Agreement. Both the exercise of management rights and the limitations secured by the Agreement shall be valid only to the extent they are in conformance with the Constitution and laws of the Commonwealth of Massachusetts and the United States of America.

C. Management Prerogatives

1. Nothing in this Agreement shall be deemed or construed to impair or limit those powers and duties of the Board which may not be delegated or circumscribed under the laws of the Commonwealth.

2. It is clearly understood that the management rights and prerogatives secured by this Article are not subject to the grievance or arbitration procedures of this Agreement, except only as to the limitations specifically imposed and/or secured in this Agreement.

3. Whenever any provision of this Agreement shall require that any act be done or any act not be done by the Board or by any member of the Administration, such act may be done or not done, as the case may require, by the Board or its designee or by the member of the Administration or his or her designee respectively.

ARTICLE IV

SCOPE OF AGREEMENT

A. It is agreed and understood by the Board and the MSP that this Agreement has been entered into between the parties as a result of the provisions of M.G.L.C. 150E. Neither party to this Agreement has waived any rights accorded under the M.G.L.

B. This Agreement shall constitute University policy and the University shall carry out the commitments contained herein and shall give them full force and effect.

C. With respect to matters relating to terms and conditions of employment which may not be covered by this Agreement and which are proper subjects for collective bargaining and which have not been expressly modified by this Agreement, the Board agrees that it will make no change without appropriate consultation and negotiation with the MSP.

D. If any provision of this Agreement or any application of any provision of this Agreement to any employee or group of employees shall be found contrary to law by a Court of Competent Jurisdiction, such provisions shall be deemed invalid but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after such holding for the purpose of re-negotiating the provision or provisions deemed invalid.

ARTICLE V

GENERAL RIGHTS

A. There will be no reprisals of any kind taken against any Unit member because of his membership in the MSP or participation in its lawful activities. (See appendix A-9)

B. The University agrees to deduct from the salaries of Unit members who have on file with the University an executed payroll deduction authorization form, as set forth in Appendix A-1, the amount equal to the dues required as a condition of acquiring or retaining membership in the MSP/MTA. Said deductions shall be made in equal monthly installments.

C. The University agrees that the MSP shall have the right to reasonable use of the University's internal mailing and internal telephone system for conducting MSP business in accordance with duly authorized University procedures regarding said use. In addition, the MSP will be provided with suitable office space on campus. Such office space shall be furnished with an internal telephone.

D. The MSP shall have the right to hold orderly meetings at University facilities subject to reasonable availability.

E. Department Chairpersons shall see that a department bulletin board is placed next to the faculty mailboxes and they shall arrange for the posting of MSP official notices on said bulletin boards. Substitute arrangements may be made with the consent of the MSP.

F. The University shall notify the MSP Executive Director or his designee of all litigation, threatened litigation, equal employment opportunity grievances or other formal controversy that involves or impacts significantly upon bargaining Unit members.

G. Upon request, MSP officers shall be granted time to conduct MSP business on or off campus provided that such time does not unreasonably interfere with their regular teaching or with librarian professional obligations. Such requests will not be unreasonably denied.

H. Representatives of the MSP shall be permitted to enter University premises at reasonable hours to carry on MSP business providing that such entrance does not interfere with regular University activities. It is understood that if the MSP seeks to use University premises after normal hours, it shall conform to the established procedures for faculty use at such times.

I. On behalf of the Board, the President or his designee shall meet with representatives of the MSP at least once each month for the purpose of maintaining good relationships through regular communications and for discussing any matter of mutual concern. The President of the University shall also designate one appropriate individual to respond as a matter of priority to written, personal and telephonic communications from the official designee of the MSP. This obligation, which shall be born reciprocally by the MSP shall be a part of the continuing obligation to bargain and implement the Agreement in good faith, and an extensive pattern of failure by the official designee of either party to make serious and practical efforts to respond personally and promptly to the official communications of the other, and/or to keep scheduled appointments, may constitute an unfair labor practice.

J. By mutual agreement, one thousand (1,000) copies of the Agreement will be reproduced for general distribution. The expenses shall be shared equally by the Parties.

K. The Board shall make available to the MSP/MTA upon its written request and within a reasonable time thereafter, such statistics and information as are necessary for the implementation of this Agreement concerning the collective bargaining unit which are in the possession of the Board of Trustees. It is understood that this shall not require the Board to provide information and statistics in the form requested unless already compiled in that form or to supply any information deemed confidential.

L. The Executive Director of the MSP shall be sent a copy of the agenda of each meeting of the Board of Trustees and a copy of the minutes of said meeting after their approval by the Board. The Executive Director of the MSP shall have the right to request the President of the University to place items on the agenda of the Board of Trustees meeting. Such request shall not be unreasonably denied. The Treasurer of the MSP shall receive a copy of all Board resolves involving unit personnel. Existing practice regarding the mailing of Board of Regents minutes to the Executive Director of the MSP shall be maintained.

M. Whenever this Agreement provides for activity by the MSP Executive Director or the MSP Chairperson, he/she may designate an individual to act in his/her place.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition of Grievance

1. A grievance is a complaint by a member or members of the Unit or by the MSP brought during the term of this Agreement that an express provision of this Agreement has been violated, in its application to the grievant, the grievants, and/or the MSP.

2. For the purposes of this Article, every decision required pursuant to Article XII relative to Evaluation, Articles IX and X relative to Reappointment (only after September 15 in the fourth year of service and Non-renewal of Contract)*, Promotion and Tenure, to Article XVIII relative to Retrenchment, as the case may require to renew or fail to renew an academic appointment, to terminate any such appointment except as provided in Article XX for Dismissal, to grant or refuse to grant tenure, or to grant or refuse to grant a promotion, and no other decision, shall be deemed to have been pursuant to an exercise of academic judgment; and every grievance that, explicitly or by implication, questions the merits of any such decision, but of no other decision, shall be deemed to be a grievance that questions an exercise of academic judgment.

B. Intent

The Board and the MSP agree that they will use their best efforts to encourage the prompt settlement of grievances which may arise between a member or members of the Unit or the MSP and the Board by the use of the processes set forth below.

C. Information

Upon request, the Parties shall make available to each other such statistics and information which are in their possession and which are pertinent to the disposition of the grievance.

D. Grievance Procedure

1. Informal Procedure

A Unit member is encouraged to meet and confer with his/her department chairperson when a problem relating to his/her employment arises. The flexibility of informal

*Cf Termination, Dismissal, and Resignation Article in this Agreement

discussion often results in solutions to employment problems more easily and quickly than do formal procedures.

The grievant is to meet and confer with his/her department chairperson within three (3) work days of notice by the grievant to the department chairperson of a complaint that a grievance exists. The purpose of such a meeting is to attempt to find an informal resolution of the complaint. In some cases it may be helpful if the grievant and the chairperson discuss the problem with the college dean. If the academic chairperson and the grievant have not resolved the complaint within five (5) work days of the receipt of the grievance then the grievant may proceed to the formal procedures hereinafter described. The grievant need not elect to start the procedure at the informal level.

2. Formal Procedure

a. Level One: Dean of the College or the Director of Library Services

When a grievance arises, the grievant must set forth in writing to the College Dean or Director of Library Services the complaint, the contractual provision(s) violated, and the remedy requested and shall supply appropriate documents which support the grievance. No complaint shall be filed more than twenty-one (21) work days after the event upon which the grievance is based or from the date when the grievant(s) had or should have had knowledge of the event. The Dean of the College or the Director of Library Services shall investigate the complaint and shall within ten (10) calendar days from the filing of the grievance render a written decision, providing reasons justifying such decision to the grievant and the MSP.

b. Level Two: The President of the University

If the grievant is not satisfied with the disposition of the grievance at Level One, he or she may file such grievance with the President within ten (10) work days after the written response of the College Dean or the Director of Library Services is received or is due. The President or his designee shall investigate the matter and within ten (10) work days from the filing of the grievance at Level Two, he shall render a written decision providing reasons justifying such decision to the grievant and the MSP.

c. Level Three: Board of Trustees

If the grievant is not satisfied with the disposition of the grievance at Level Two, he or she may file such grievance with the Board of Trustees within fifteen (15) work days after the date of written response of the President is received or is due.

Requests by grievants to appear personally or by representation before the full Board for a reasonable time period normally shall be granted.

The Board shall consider the grievance and investigate the matter and render a written decision along with reasons justifying such decision within forty-five (45) calendar days from the filing of the grievance at Level Three to the grievant and the MSP, except during the established period when the Board of Trustees has not scheduled regular meetings.

Whenever a grievance alleges a violation of the Agreement by direct order of, or action by the Board of Regents or its staff, or a violation of the Agreement the remedy for which involves an exercise of authority which cannot or has not been delegated to the Board of Trustees of the University of Lowell, then the MSP in its sole discretion may elect to file such grievance with the Board of Regents rather than the Board of Trustees of the University of Lowell.

E. Binding Arbitration

1. General Provisions

A grievance dispute which was not resolved at Level Three under the above grievance procedures may be submitted, at the inititative of either the aggrieved faculty member or the MSP, to an arbitrator for decision if such grievance involves the application or interpretation of this Agreement. A grievance dispute arising under this Agreement involving Board policy or discretion may be submitted to arbitration for the sole purpose of determining whether the Board's policy was disregarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

The MSP shall have the sole right to actually file for arbitration under this Agreement although this right shall be exercised reasonably in response to member initiative. Neither the act of filing, nor anything else contained herein shall be deemed to require the MSP or its affiliate organizations to approve, finance, represent, or in any manner process any grievance hereunder; nor shall it be

when an arbitration is filed, from requiring the grievant to bear all or part of the MSP's share of arbitration fees in accordance with established MSP criteria and policies, fairly and consistently applied.

No Unit member may be represented on any level of the grievance procedure by an agent and/or representative of any employees organization other than the MSP and its affiliates.

The arbitration proceeding may be initiated by filing a demand for arbitration with the American Arbitration Association. The notice shall be filed within (40) work days after receipt of the decision of the Board of Trustees under the grievance procedure, or, where no decision has been issued, within (40) work days after the decision was due. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the special provision of the Agreement involved (In this section, "work days" shall in all instances refer to days within the academic year).

The American Arbitration Association shall be requested to appoint a panel of arbitrators, from which the parties shall select an arbitrator to hear the particular grievance. If the Parties cannot agree as to which member of the panel shall be selected, the American Arbitration Association shall designate the arbitrator.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the procedures in so far as they relate to the hearings and fees and expenses.

2. Jurisdiction of the Arbitrator

a. Powers of Remand

Subject as is hereinafter provided, whenever any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision of the Board of Trustees involving the exercise of academic judgment was, in its application to said grievant, arbitrary or capricious, the arbitrator shall have the power to determine the truth or falsity of such allegation. Whenever the arbitrator shall have determined that such allegation is true, he/she shall order that such arbitrary or capricious determination or decision shall be reconsidered by the Board and such determination or decision shall thereafter be newly made pursuant to the procedures prescribed in this Article and subject to the time limits prescribed. Thereafter, such decision so newly made shall be subject to the provisions of this Article, including

this provision; provided, however, that any grievance arising from such decision so newly made shall be initiated by filing notice thereof with the President of the University pursuant to the provisions of the Binding Arbitration section of these procedures, and the provisions of Levels 1, 2 and 3 of these procedures shall not apply to such grievance; and provided further that, anything in the provisions of the Binding Arbitration section to the contrary notwithstanding, such notice shall be filed with the President of the University within fourteen (14) days of the date on which notice shall have been given of the decision that shall have been newly made pursuant to the provisions of this paragraph.

b. Limit of the Arbitrator's Jurisdiction

Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to arbitrate any such portion of any grievance as it relates to any determination or decision made pursuant to an exercise of academic judgement.

3. Determinations of the Arbitrator

Within thirty (30) days after the conclusions of a hearing, or within thirty (30) days after the date on which briefs shall have been submitted to the arbitrator in lieu of such hearing, the arbitrator shall determine:

a. Whether the MSP/MTA and, where a unit member or unit members sought resolutions of the grievance through the formal grievance steps of this Article, such unit member or members have complied with the procedure for initiating and pursuing a grievance as set forth in this Article;

b. Whether the complaint alleges a breach of a provision of the contract;

c. Whether the arbitrator has jurisdiction to arbitrate; and

d. Whether provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render his/her decision in writing, shall state the reasons therefor, and shall promptly provide copies of his/her decision to the parties to the arbitration proceeding.

4. Decision of the Arbitrator

The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

5. Award of the Arbitrator

If the arbitrator determines that no express provision of this Agreement has been breached in its application to the grievant by each unit member as claimed, he/she shall dismiss the grievance. If the arbitrator determines that this Agreement has been so breached, he/she may, subject to the provisions of this Article, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award by way of penal damages; and provided further that, save as is hereinafter provided, the arbitrator shall make no award that grants any appointment, reappointment, promotion, retention, termination, renewal of contract or tenure to any member of the unit.

Whenever in his/her complaint any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision of the Board made pursuant to an exercise of academic judgment was, in its application to him/her, both arbitrary or capricious and made in bad faith, the arbitrator shall have the power to determine the truth or falsity of both such allegations. Whenever the arbitrator shall have found as a matter of fact, on the basis of clear and credible evidence, that both such allegations are true, he/she shall have the power to make any such final and binding award as he/she may deem necessary to make the grievant whole; provided, however, that whenever the arbitrator shall, in respect of such allegations, have found that such determination or decision of the Board was arbitrary or capricious but was not made in bad faith, he/she shall remand such determination or decision as is hereinbefore provided.

Anything herein contained to the contrary notwithstanding, in making his/her decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any term or condition hereof.

6. Costs of Arbitration

In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty per cent (50%) by the MSP/MTA* and fifty per cent by the Board. All payments to the arbitrator shall be made within thirty (30) days of the rendering of his/her statement of fees and expenses. In all other respects the parties shall bear their own costs of arbitration.

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* Cf. this Article E.1. above.

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F. Representation

Any Unit member may initiate and pursue a grievance through the informal and formal steps of the grievance procedure without intervention of the exclusive representative of the employee organization representing him/her provided that the exclusive representative shall be afforded the opportunity to be present at any conferences held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any member of the Unit may request that the MSP/MTA represent him/her at any step of the grievance procedure. If such request is granted, the MSP/MTA shall notify in writing the Dean, the President of the University or the Chairman of the Board's Collective Bargaining Committee, as the case may be, of the name and address of such representative at the time he/she is so authorized to represent the grievant.

G. Grievance Based on Discrimination

Grievance relating to discrimination based on race, color, age, religion, sex or national origin shall be processed at the option of the grievant under the provisions of this Article or in accordance with the procedures established by the President under the direction of the Equal Employment Opportunity Officer. But the grievant may not elect to grieve under both procedures simultaneously. Any grievance alleging discrimination shall be reported, upon receipt of same, by the University to the Equal Employment Opportunity Officer at the earliest level. Remedies from this process may not conflict with, exceed, or alter the terms of this Agreement.

H. Waiver, Admission, Termination and Grounds of Appeal

1. Waiver--Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, all deadlines shall be adhered to, provided that, grievances involving truly significant interests shall not be deemed waived because of trivial deadline violations; and provided further, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

2. Admission--The resolution of a grievance by the Dean, the President of the University, the Board of Trustees, or any of their designees, as the case may be, shall not be deemed to be an admission by the Board that the grievance has, for any other purpose or proceeding, standing as a grievance, or be an admission by the Board of any violation or breach of the terms of this Agreement, or be an admission by the Board that such grievance is cognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.

3. Termination--If any member or members of the bargaining Unit shall initiate in any administrative forum other than the Labor Relation Commission or in any proceeding that relates to any matter that is the subject of a grievance in respect of which such member or members is or are the grievant while any proceeding in respect of such grievance is pending under any provision of this Article, the proceeding shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such grievance.

4. Grounds of Appeal--The Board and the MSP/MTA shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Sections 10, 11, and 12 of the General Laws.

I. Collateral Consequences of a Grievance

The fact that a grievance is alleged by a member of the bargaining Unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member or in any file or record utilized in the taking of any personnel action in respect of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other members who participate in any way in the grievance procedure be subjected to any action by the Board, whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right of the Board to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

J. Release Time for Members of the Bargaining Unit

It is understood that grievances will ordinarily be processed during working days; the Parties therefore agree that, whenever the work schedules of the grievant, of any MSP/MTA representative and of any material witnesses who are members of the Bargaining Unit so require, such participants shall be given so much release time from their scheduled work assignments as the President shall determine is necessary for attendance at any hearing, meeting or other procedure that shall be required for the processing of any grievance.

K. Waiver of Irrelevant Levels

Where it is clear on its face that the remedy for a grievance brought by the MSP involves an exercise of authority beyond the scope of chairpersons or Deans, the grievance may be brought directly to Level Two.

ARTICLE VII

CRITERIA FOR APPOINTMENT, PROMOTION AND TENURE

A. Appointment of Faculty Members and Librarians

1. General Provisions

Qualifications for appointment as hereinafter set forth in this Article are not to be construed to limit the right of recommending authorities to specify additional criteria when such criteria are customarily required for specialized or professional areas or are justified by exceptional or special circumstances. Candidates for initial appointment to a position within the Unit who must relocate their residences because the distance between the University of Lowell and their residence would not permit commuting, must agree to relocate their residences to Massachusetts as a condition of receiving initial appointment to positions within the Unit. Such agreement to initially relocate residence within Massachusetts is required to encourage new faculty to participate in community service activities within the Commonwealth; however, it is understood that such agreement shall not control in contravention of the principles that underlie the Constitution of the United States, nor where waived by the President of the University. [The President in his sole non-grievable discretion may waive such agreement where it would impose an unusual personal hardship on the candidate or his/her family.] Such candidates, and all candidates who are terminally qualified with three or more years of prior teaching experience in accredited four-year institutions of higher education, normally shall receive two-year initial appointments.

Except for high level academic administrators traditionally given faculty appointments, (who may be given such appointment and/or tenure at any time within eighteen months of initial appointment), the processes specified in this article are the exclusive legal methods of appointing unit personnel or persons with the right to enter the unit. Except for such high level academic administrators, no person may be legally awarded tenure in the unit except under the criteria specified in this Article and the processes specified in the Article that follows it, and/or in settlement of a grievance explicitly sanctioned by the MSP ; and no person may be promoted except while a member of the unit under the criteria and through the processes specified in the same two articles, and/or in settlement of a grievance explictly sanctioned by the MSP.

In special situations, an individual may be permitted to enter the unit through the transfer to the University of an appropriate position from another institution under the jurisdiction of the Board of Regents, but such transfers shall occur only after the Office of Academic Affairs has entered into written joint agreement with the MSP and under the specific terms of such agreement.

a. Additional Appointment Criteria & Appointment Deadlines

Upon authorization from the Vice President for Academic Affairs to fill a vacant position, the department chairperson shall determine with the advice and consent of appropriate department committees, and the Director of Libraries shall determine after consultation with appropriate library committees and division heads, such additional criteria as may be deemed proper for the specific vacancy to be filled and the procedures for reviewing applicants and nominating candidates to the University Administration. However, the filling of all vacancies shall be subject to specified administrative academic and professional requirements and deadlines, as well as the valid objectives of the University Affirmative Action program. The final candidates to be nominated for faculty position vacancies shall be interviewed by the Department Chairperson and the College Dean. Such candidates for librarian position vacancies shall be interviewed by the Director of Libraries.

b. Recommendation Process

The name of the candidate recommended, together with complete professional vita and comments of the department chairperson, shall be submitted to the College Dean. The College Dean or the Director of Libraries, as the case may be, shall review all recommendations and shall add his/her recommendations and transmit all recommendations and supporting documents to the Vice President for Academic Affairs, who shall review all materials forwarded and transmit them, together with his recommendation, to the President. In the event that the candidate recommended by the department chairperson or the Director of Library Services is rejected by the President, the procedure specified above shall be repeated until a candidate shall be appointed to fill the authorized position or the position authorization is withdrawn in accordance with procedures and deadlines for reallocating vacant positions.

c. Upper Level Rank Appointments

If an appointment is to be made at the rank above Assistant Professor or Librarian II, such appointment shall be subject to the same review process as is required for promotion to the specified rank. If appointment is to be made with tenure, such appointment shall be subject to the same process as is required for the awarding of tenure to a member of the Unit. An individual who is offered an initial appointment or who is subsequently offered reappointment is required to sign an official University contract and to file such contract with the Office of the Associate Vice President for Instruction within one month of notification of appointment or reappointment. Failure to comply with this requirement may result in cancellation of appointment or reappointment without prejudice to the University.

2. Faculty Appointments

Faculty appointments shall be made at the appropriate rank in keeping with standard requirements or the specified exceptions to requirements.

a. Standard Requirements for Faculty Appointments are as follows:

(1) Instructor

A master's degree from an accredited institution and in a discipline or field acceptable to the recommending authorities;

(2) Assistant Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities;

(3) Associate Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; A record of instructional effectiveness with six years of successfull full-time teaching experience in four-year institutions of higher education and at least two years of such experience at the rank of Assistant Professor; Research or scholarly achievement as demonstrated by a continued record of accomplishment resulting in publication of a significant number of articles in recognized professional and/or academic journals and/or in publication of a book or its edited equivalent,

and/or significant recognition by learned societies or professional associations for demonstrated achievement or leadership in the discipline or professional area which is to be taught;

(4) Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; A record of instructional effectiveness with eight years of successful full-time teaching experience in four year insitutions of higher education at the rank of Assistant Professor or higher and at least two years of such experience at the rank of Associate Professor; Research or scholarly achievement as demonstrated by a continued record of accomplishment resulting in publication of a significant and extensive number of articles in recognized professional and/or academic journals and/or in publication of a book or its edited equivalent, and/or significant and wide recognition by learned societies or professional associations for demonstrated achievement or leadership in the discipline or professional area which is to be taught.

b. Exceptions to Requirements for Faculty Appointments are as follows:

(1) Waiver of Master's Degree for Instructor Appointments

The specified master's degree requirement for appointment to the rank of instructor may be waived for a candidate actively pursuing a doctoral program in an institution accredited at the doctoral level if such a candidate has completed all requirements for such a program except the thesis.

(2) Waiver of Doctorate for Appointment to Assistant Professor

The specified doctoral requirement for the rank of Assistant Professor may be waived by recommending authorities as follows:

(a) Accounting

In the area of accounting for an individual who possesses both the M.B.A. degree and professional C.P.A. certification;

(b) Computer Science

In the area of computer science for an individual who possesses a master's degree in the area to be taught plus additional experience and/or training acceptable to recommending authorities;

(c) Health Professions

In the areas of medical technology, nursing, and physical therapy for an individual who possesses a master's degree in the field to be taught from an institution accredited for graduate study by the appropriate professional association plus 30 graduate credits acceptable to recommending authorities.

(3) Waiver of Doctoral Requirements

The specified doctoral requirements for the three professorial ranks may be waived by recommending authorities for any one of the following categories of candidates:

(a) Studio Art and Music Performance

Candidates in studio art and music performance (excluding candidates in such academic or professional fields as art education, art history, music education, music history, and music theory) who possess professional graduate degrees which are recognized by recommending authorities as "terminal qualification" in the disciplines or fields to be taught and which have been awarded by institutions accredited for graduate study by the appropriate professional association;

(b) Industrial Technology

Candidates in the field of industrial technology who possess professional graduate degrees which are recognized by recommending authorities of the College of Engineering as "terminal qualifications".

(4) Waiver of Doctorate & Experience Requirement for Exceptional Candidates.

The specified doctoral and/or teaching experience requirements for the three professional ranks may be waived by recommending authorities for individuals of exceptional talents or special accomplishments who are widely recognized in their fields for such talents or accomplishments;

(5) Waiver of Teaching Requirement

Up to three years of the teaching requirements may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, candidates for appointment possess suitable substitute experience.

(6) Substitutions for Publication Requirement

Comparable studio and performance achievements may be substituted for the specified publication requirements of the senior professorial ranks by terminally qualified individuals in studio art and music performance.

3. Professional Librarian Appointments

Librarian appointments shall be made at the appropriate rank in keeping with the standard requirements or the specified exceptions to requirements.

a. Standard Requirements for Professional Librarian Appointments are as follows:

(1) Librarian I

A master's degree in library science from an accredited ALA institution or other master's degree which is in an area specifically related to library functions and which is acceptable to recommending authorities;

(2) Librarian II

A master's degree in library science, information science, or information studies from an accredited ALA institution or an equivalent graduate degree acceptable to recommending authorities in an area specifically related to library functions plus

two years of full-time professional library experience in a college, university, or research library;

(3) Librarian III

A master's degree in library science, information science, on information studies from an accredited ALA insitution or an equivalent graduate degree acceptable to recommending authorities in an area specifically related to library functions and an additional equivalent graduate degree in a field appropriate to library functions which is acceptable to recommending authorities; Research or scholarly achievement as demonstrated by a publication record in recognized professional and/or academic journals, and/or recognition by learned societies or professional library associations for demonstrated leadership or achievements; and Six years of successful, full-time professional library experience in a college, university or research library with at least two years of such experience at the rank of Librarian II or higher;

(4) Librarian IV

A doctorate in library science from an accredited ALA institution; Research or scholarly achievement as demonstrated by significant publication in recognized professional journals and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievements; and six years of successful, full-time professional library experience in a college, university, or research library with at least six years of such experience at the rank of Librarian II or higher; or

A master's degree in library science, information science, or information studies from an accredited ALA institution plus a second master's degree in a field appropriate to library functions which is acceptable to recommending authorities; Research or scholarly achievement as demonstrated by a significant publication record in recognized professional and/or academic journals, and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievement; and

Eight years of successful, full-time professional library experience in a college, university, or research library with at least eight years of such experience at the rank of Librarian II or higher.

b. Exceptions to Requirements for Professional Librarian Appointments are as follows:

(1) Waiver of Degree Requirements for Librarian III and IV

The specified requirement for the second master's degree for appointment to the rank of Librarian III and the specified doctoral requirement for appointment to the rank of Librarian IV may be waived by recommending authorities for individuals of exceptional talents or special accomplishments who are widely recognized in their fields for such talents or accomplishments.

(2) Waiver of Library Experience Requirement

Up to three years of successful, full-time library experience may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, candidates for appointment possess suitable substitute experience.

B. Promotion of Faculty and Librarians

1. General Provisions

a. Requirements for Promotion

The requirements for promotion are both specific and general. Each candidate for promotion shall first be carefully evaluated at each level as to whether s/he meets the specific requirements for the rank to which the candidate has requested promotion. Except as explicitly provided for in this Agreement, and under the explicit conditions stated, these requirements may not be waived or waivered. If the specific requirements are met, the candidate shall then be carefully evaluated in terms of the three general areas of evaluation which are listed below.

In order to be recommended for promotion, candidates must satisfy the specific rank requirements as stated and must also have demonstrated, in the academic judgement of the reviewing level, a sufficiently high overall level of positive accomplishment when their

achievements in the three evaluation areas are taken together. Such achievement must be manifested in both qualitative and quantitative terms.

b. Eligibility

To be eligible for promotion, the faculty member or librarian must have satisfied requirements for instructional or professional effectiveness, degree attainment, research, and professional and service achievement at the time of application for promotion and must be able to satisfy the experience requirements by the effective date of requested promotion.

c. Workload Consideration

In making recommendations for promotion, recommending authorities shall give due consideration to each candidate's work-load during his or her evaluation period.

2. Faculty Promotions

a. General Areas of Faculty Evaluation for Promotion

(1) Instructional Effectiveness

Including, but not limited to adherence to academic rules and regulations promulgated through established academic governance procedures by the Board of Trustees for the University; Development, improvement and demonstration of subject-matter competence, continued improvement of methods and procedures of classroom presentation; Active participation in departmental evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance, and viability; Conscientious discharging of responsibilities for student advisement throughout the academic year; and special or uniquely valuable contributions to the development or implementation or teaching of needed courses in any college or division of the University, and the like.

Notwithstanding achievements made in other areas of faculty evaluation, instructional effectiveness as herein defined shall be considered as indispensable for faculty appointment and advancement.

(2) Research and Publication

Including, but not limited to research funded by governmental agencies, professional associations and/or publicly acknowledged by learned societies; book publications by governmental agencies, professional associations, and/or acknowledged publishing houses; and publications in recognized professional and/or academic journals, and published conference proceedings.

(3) Service Contributions

Professional leadership and achievement, service to the University, and community service:

(a) Professional Leadership and Achievement

Including, but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in an academic or professional area; Post-doctoral study in an accredited college or university or in recognized institutes of advanced study;

(b) Service to the University

Including, but not limited to professional activities contributing to the good of the University, its Colleges, and Departments which are not required of faculty members as matters of regular assignment, such as service with college or university-wide committees, service on professional boards or accreditation agencies as representatives of the University, service on such task forces of the University as are, from time to time, established by the President and/or Board of Trustees; and Leadership in the development and/or strengthening of significant programs and courses (including those in Continuing Education) which enhance the University's ability to fulfill its mission. In considering service to the University, recommending authorities also shall give special attention to those individuals who have acquired new skills and knowledge for the purpose of transferring to new programs

or departments when such transfer enhances the University's ability to serve its mission as a public institution of higher education. (Physical Education faculty in the unit who also coach may cite coaching excellence as service to the University.)

(c) Service to the Community

Including, but not limited to significant professional activities contributing to the good of the public sector which are associated with the faculty member's area of academic or professional expertise and which are rendered without remuneration.

b. Specific Rank Requirements

(1) Specific Promotion Requirements for Faculty Ranks are as follows:

(a) Assistant Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities. The University shall promote an instructor who receives an earned doctorate to the rank of assistant professor without the necessity of going through the entire promotion procedure contained in this agreement where the individual has the positive recommendation of his/her department and the college dean. The promotion shall become effective at the time next when other promotion recommendations become effective.

(b) Associate Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; Research or scholarly achievement as demonstrated by a continued record of accomplishment resulting in publication of a significant number of articles in recognized professional and/or academic journals, and/or in publication of a book or its edited equivalent, and/or significant recognition by learned societies or

professional associations for demonstrated achievement or leadership in the discipline or professional area which is taught; and Six years of successful, full-time teaching experience in four year institutions of higher education with at least two years of such experience at the rank of Assistant Professor at the University of Lowell. [Promotion of an untenured Assistant Professor to Associate Professor automatically confers tenure.]

(c) Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; Research or scholarly achievement as demonstrated by a continued record of accomplishments resulting in publication of a significant and extensive number of articles in recognized professional and/or academic journals, and/or in publication of a book or its edited equivalent, and/or significant and wide recognition by learned societies or professional associations for demonstrated achievement or leadership in the discipline or professional area which is taught; and Eight years of successful, full-time teaching experience in four year institutions of higher education at the rank of Assistant Professor or higher with three years of such experience at the University of Lowell two of which years must be at the rank of Associate Professor.

(2) Exceptions to Specific Requirements for Faculty Ranks

(a) Waiver of Doctorate for Promotion to Assistant Professor

The specified doctoral requirement for the rank of Assistant Professor may be waived by recommending authorities as follows:

i. Accounting

In the area of accounting for an individual who possesses the M.B.A. degree and professional C.P.A. certification;

ii. Computer Science

In the area of computer science for an individual who possesses a master's degree in the area taught plus additional experience and/or training acceptable to recommending authorities;

iii. Health Professions

In the areas of medical technology, nursing, and physical therapy for an individual who possesses a master's degree in the field to be taught from an institution accredited for graduate study by the appropriate professional association plus 30 graduate credits acceptable to recommending authorities.

(b) Waiver of Doctorate for Promotion to Associate Professor.

The specified doctoral requirement may be waived for individuals appointed to the Department of Clinical Laboratory Science prior to the adoption of this Agreement who possess two professionally relevant master's degrees at the time of application for promotion to the rank of Associate Professor.

(c) General Waiver of Doctoral Requirements

The specified doctoral requirements for the three professorial ranks may be waived for any one of the following categories of candidates:

i. Accounting

Individuals appointed to the University prior to September 1980 in the field of accounting who possess both the M.B.A. degree and professional C.P.A. certification;

ii. Studio Art and Music Performance

Individuals in studio art and music performance (excluding candidates in such academic or professional fields as art education, art history, music education, music history, and music theory) who possess professional graduate degrees which are recognized by recommending authorities as "terminal qualification" in the disciplines or fields which are taught and which have been earned at an institution accredited for graduate study by the appropriate professional association;

iii. Industrial Technology

Individuals in the field of industrial technology who possess professional graduate degrees which are recognized by recommending authorities of the College of Engineering as "terminal qualifications";

iv. Exceptional Candidates

Individuals who are widely recognized in their fields for exceptional talents or special accomplishments.

(d) Waiver of Teaching Requirements

Up to three years of the teaching requirement may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, the candidate for promotion possesses suitable substitute experience. One year of the overall teaching requirement, but not the minimum number of years of teaching required specifically at the University of Lowell, may be waived where a person, having completed at least one year of teaching at the University of Lowell, is awarded a major research grant and as a result, takes a leave of absence. In such instance the year's leave to pursue the grant-funded research may be counted toward the overall teaching minimum.

(e) Substitution for Publication Requirements

Comparable studio and performance achievements may be substituted for the specified publication requirements of the upper professorial ranks by terminally qualified individuals in studio art and music performance.

c. Special Provisions (Grandfather Clauses)

Assistant Professors who were employed prior to 1972 by Lowell State College or Lowell Technological Institute and who have been in continuous employment of either predecessor institution and the University may be eligible for promotion to Associate Professor as follows:

(1) Terminally or non-terminally qualified individuals who hold at least a master's degree and evidence records of superior instructional effectiveness and exceptional, substantive service to the University (including service below the University-wide level) and/or public sector, such service to be directly related to an individual's academic discipline or professional field;

(2) Non-terminally qualified individuals who hold at least a master's degree and

(a) Evidence records of superior instructional effectiveness and significant recognition by learned or professional associations for demonstrated achievement or leadership in the discipline or professional field which is taught, or

(b) Evidence records of superior instructional effectiveness and significant research or scholarly achievement as demonstrated by publication in recognized professional and/or academic journals and/or in publication of a book or its edited equivalent, such publications to be directly related to an individual's academic discipline or professional field.

3. Librarian Promotions

a. General Areas of Librarian Evaluation

(1) Professional Effectiveness

Including, but not limited to adherence to professional rules and regulations promulgated by

the Board of Trustees for the Library (through established governance procedures where appropriate); development, improvement and demonstration of professional competence as librarians; active participation in professional evaluation of library services for the purpose of maintaining their quality, relevance, and viability; and conscientious discharging of library responsibilities. Notwithstanding achievements made in other areas of librarian evaluation, professional effectiveness as herein defined shall be considered as indispensable for librarian advancement. A key element in librarian professional effectiveness shall be a record of positive contributions to the academic functioning of the university and its faculty, on behalf of research and instructional programs.

(2) Research and Publication

Including, but not limited to research funded by governmental agencies and professional associations and/or publicly acknowledged by learned and professional societies; book publications by governmental agencies, professional associations, and acknowledged publishing houses; and publications in recognized professional and/or academic journals, and published conference proceedings.

(3) Service Contributions

Professional leadership and achievement, service to the University, and community service:

(a) Professional Leadership and Achievement

Including, but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in a professional area; Post-doctoral study in an accredited college or university or in recognized institutes of advanced study and the like;

(b) Service to the University

Including professional activities contributing to the good of the University which are not required of librarians as matters of regular assignment, such as service on college or university-wide committees, service with professional boards or accreditation agencies as representatives of the University, and

service on such task forces of the University as are, from time to time, established by the President and/or Board of Trustees, etc.

(c) Community Service

Including significant professional activities contributing to the good of the public sector which are associated with the professional librarian's area of academic or professional expertise and which are rendered without remuneration.

Requirements for Librarian Ranks

(1) Specific Promotion Requirements for Librarian Ranks are as follows:

(a) Librarian I (for individuals who, as of July 1, 1976 have been employed by the University as Librarian Assistants or Librarian Associates.*)

A master's degree in library science from an accredited ALA institution or other master's degree which is in an area specifically related to library functions and which is acceptable to recommending authorities;

(b) Librarian II

A master's degree in library science, information science, information studies from an accredited ALA institution or an equivalent graduate degree in an area specifically related to library function plus two years of full-time professional library experience in a college, university, or research library;

(c) Librarian III

A master's degree in library science, information science, information studies from an accredited ALA institution or an equivalent degree in an area specifically related to library functions and an additional equivalent

*The rank of Librarian Assistant shall cease to exist. Librarian Assistants employed previous to the adoption of this Agreement are reclassified as Librarian Associates, a rank which shall also cease to exist when the last presently employed holder of that position category retires, resigns, or qualifies for promotion to Librarian I. Subsequent to July 1, 1976, no individual shall be appointed to either of these ranks.

graduate degree in a field appropriate to library functions which is acceptable to recommending authorities; research or scholarly achievement as demonstrated by amoderate publication record in recognized professional and/or academic journals, and/or recognition by learned societies or professional library associations for demonstrated leadership or achievements; and six years of successful, full-time professional library experience a college, university or research library with at least two years of such experience at the rank of Librarian II and three years at the University of Lowell;

(d) Librarian IV

A doctorate in library science from an accredited ALA institution; Research or scholarly achievement as demonstrated by significant publication in recognized professional journals and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievements; and Six years of successful, full-time professional library experience in a college, university, or research library with at least six years at the rank of Librarian II or higher and at least three years of such experience at the University of Lowell at the rank of Librarian III; or A master's degree in library science, information science, or information studies from an accredited ALA institution plus a second master's degree in a field appropriate to library functions which is acceptable to recommending authorities; Research or scholarly achievement as demonstrated by significant publication record in recognized professional and/or academic journals, and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievement; and Eight years of successful, full-time professional library experience with at least eight years in a college, university, or research library of such experience at the rank of Librarian II or higher with three years of such experience at the University of Lowell at the rank of Librarian III.

(2) Exceptions to Standard Requirements for Librarian Ranks

(a) Waiver of Experience Requirement

Up to three years of the professional experience requirement may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, the candidate for promotion possesses suitable substitute experience.

(b) Waiver of Degree Requirement for Librarian III

The specified requirement for a second master's degree for promotion to the rank of Librarian III may be waived by recommending authorities for individuals who possess special talents, skills or abilities which are vital to library functions.

C. Faculty and Librarian Tenure

The granting of tenure is the single most important personnel decision made by the University. Tenure, once attained, shall confer upon the individual the right to hold his or her position and not to be removed therefrom except as provided through due process and for just cause. Barring unforeseen circumstances, tenure obligates the University to the employment of an individual for the balance of his or her professional life. Therefore, when an individual is being considered for a tenure appointment, whether by promotion from within or by appointment from without, a searching evaluation of the candidate must be made by all segments of the University.

1. Evaluation Requirements

The evaluation of candidates for tenure shall be in accordance with Article XII and shall indicate, at a minimum, satisfactory achievements of the requirements for promotion to the rank of Associate Professor or Librarian III. Additionally, recommending authorities shall assess the potential of the candidate for professional growth and the need for flexibility and growth at the department, college, and university levels or at the library, unit, and university levels. Furthermore, all Tenure recommendations must specifically address the programatic contribution of candidates in light of the present and anticipated overall academic needs of the program, college and university, giving due consideration to preserving and/or promoting sufficient staffing flexibility at departmental, college and university levels which will

ensure both the future viability of academic programs and the capacity for necessary institutional change.

2. Tenure Evaluation Period

Evaluations for tenure normally shall be made at the time an individual is considered for promotion to Associate Professor or Librarian III (usually during the sixth year of an individual's full-time appointment as a faculty member or librarian).

3. Entitlement

a. No full-time faculty member or librarian shall be retained after the seventh year of consecutive full-time service at the University without thereby gaining tenure. This applies only to service at the University of Lowell; prior experience elsewhere does not count in this time calculation.

b. Individuals promoted from within the University to the ranks of Librarian III, Librarian IV, Associate or Full Professor shall thereby gain tenure.

c. There shall be no tenure quotas at the University of Lowell.

d. All Unit members who have been awarded tenure by Lowell State College or Lowell Technological Institute and who have been in the continuous employment of either of the predecessor institutions and the University shall continue such tenure at the University of Lowell

4. Recognition of University Service for Promotion and Tenure

a. For the purpose of determining credited years of full-time experience at the University of Lowell, no recognition shall be granted for periods of less than the full academic or professional year, such year being defined as beginning in September and extending through the end of the academic or professional year provided that, individuals who began continuous full time employment with the University at another point during the year and who thus have a partial year of service shall without exception be given final tenure review early enough so that the terminal year, (if termination results), will end before the beginning of their eighth year.

b. An approved leave of absence to a full-time faculty member or librarian shall not be counted as a year of service and shall not be construed as a break in consecutive years of service with the University.

c. Individuals appointed as full-time faculty or librarians who, without a break in University service, subsequently are appointed as part-time shall not be considered to have broken their record of consecutive service upon subsequent full-time reappointment. Such part-time service at the University shall not be counted for the purpose of evaluating an individual for tenure or promotion.

5. Recognition of Non-University Service for Promotion/Tenure

a. A maximum of three years,(complete, full academic or professional years), of full-time service in other four-year institutions of higher education may be credited to the experience requirement for promotion which results in tenure, thus permitting early application for promotion resulting in tenure. But prior experience at other institutions may not count in calculating the up-or-out tenure year at the University of Lowell or in calculating whether the eighth year of service at the University of Lowell has begun.

6. Disqualification for Tenure

a. Individuals appointed to positions with the rank of Instructor or Librarian I who fail to achieve promotion to Assistant Professor or Librarian II by the end of their fourth year of continuous full-time service are ineligible for tenure at the University and shall receive notice prior to the beginning of the fifth year that they are beginning a terminal one-year contract.

b. Individuals appointed to positions with the rank of Instructor or Librarian I who achieve promotion to Assistant Professor or Librarian II by the end of their fourth year of continuous full-time service but who have failed to achieve promotion to Associate Professor or Librarian III by the end of their sixth year of continuous full-time service are ineligible for tenure at the University and shall be given notice prior to the beginning of the seventh year that they are beginning a terminal one-year contract.

c. Individuals appointed to positions with the rank of Assistant Professor or Librarian II who fail to achieve promotion to Associate Professor or Librarian III by the end of their sixth year of continuous full-time service are ineligible for tenure at the University and shall be given notice prior to the beginning of the seventh year that they are beginning a terminal one-year contract.

d. Individuals appointed to positions with senior rank (Associate Professor, Professor, Librarian III, Librarian IV) and who have failed to achieve tenure status by the end of their sixth year of continuous full-time service at the University of Lowell shall be given notice prior to the beginning of their seventh year that they are beginning a terminal one-year contract.

7. Exclusions

a. Individuals shall not be awarded tenure solely because of malfeasance, misfeasance, or nonfeasance on the part of chairperson, supervisors, deans , directors, or committees. In the event of such malfeasance, misfeasance, or nonfeasance, the President shall have the right to act independently to comply with specified notification deadlines. Technical, clerical or procedural errors shall not confer tenure.

b. Individuals holding positions with titles of chairperson, coordinator, director, supervisor, dean, or other administrative or quasi-administrative titles, shall not be eligible for tenure with these titles although they may be eligible for tenure with faculty or librarian rank in accordance with policies governing such tenure.

c. Individuals appointed with part-time status as faculty or librarians shall not be eligible for tenure . Contracts for such part-time faculty or librarians shall note the part-time nature of such an appointment, and any restrictions on further hiring, where applicable.

d. Individuals appointed with part-time status as faculty or librarians who are subsequently appointed as full-time faculty or librarians may not receive credit for part-time appointments in determining elegibility for tenure.

ARTICLE VIII

TENURE AND PROMOTION PROCEDURE

No untenured individual may apply for tenure and/or promotion unless evaluated as provided in the Evaluation Article. In the case of tenured faculty applying for promotion, the most recent annual evaluation(s) (or the fact that such evaluations do not exist because the individual did not submit to evaluation) shall be available to the Department Personnel Committee for due consideration. (In all that follows, a reviewing authority is the same thing as a recommending authority.)

A. Faculty Promotion/Tenure Process

1. Application for Review

a. A faculty member who wishes to be considered for promotion or tenure will so inform his or her Department Chairperson by the appropriate period in the academic year in which the requested recommendation is sought.# It is the responsibility of each candidate for promotion or tenure to ensure that his/her completed professional vita is filed with the department Chairperson, who shall forward this material to the Department Personnel Committee. Any faculty member may remove himself/herself from consideration at any level.

b. The tenure decision shall be made no later than the sixth year of service with the University. No more than three years prior service at a four-year institution of higher education in the United States or Canada can be credited to the experience requirement of promotions which confer tenure. A faculty member may request at his/her option an early tenure determination. But it is understood that no candidate may apply for tenure where a Department has recommended or the University has initiated implementation of termination before September 15th of the fourth year at the University.

2. Review Levels

Each faculty candidate for promotion and/or tenure, whether by the standard requirements or the exceptions to same or the special provisions, shall be reviewed by a

A faculty member of the College of Education shall provide notification to the Dean of the College, who shall forward all materials to the Chairperson of the appropriate Personnel Committee of the College of Education.

Department Personnel Committee, a College Personnel Committee, the College Dean, and the University Rank and Tenure Committee. All required materials filed by a candidate for promotion and/or tenure, all recommendations from each level of review (both positive and negative) plus written responses (if any) of the candidate to reviews made at the levels of the department, college, and dean shall be forwarded to all subsequent review levels. Recommendations which are made at any level shall not be binding at any other level. Recommendations for tenure and for each rank of promotion shall be made as hereinafter provided.

a. Each reviewing authority develops an alphabetical list of individuals who are recommended for tenure, including those individuals who are simultaneously evaluated for both promotion and tenure. (Applicants for simultaneous evaluation for promotion and tenure shall not be evaluated separately for tenure or for promotion).

b. In order of priority of recommendation, each reviewing authority develops one list of individuals who are recommended for each rank of promotion. Candidates who are simultaneously evaluated for both promotion and tenure shall appear on both tenure and promotion lists and shall be listed in order of priority of recommendation on the promotion list.

c. Each reviewing authority develops an alphabetical list of individuals who are not recommended for tenure and an alphabetical list of individuals who are not recommended for promotion (by level of requested promotion). Unrecommended candidates who are simultaneously evaluated for both promotion and tenure shall appear on both promotion and tenure listings of unrecommended individuals. Departmental Personnel Committees making a positive recommendation shall produce a prose document in support of their position. However, the phrase "review" as used in this Article refers only to a process which leads to a positive or negative recommendation, and prose documents shall not be otherwise required in the promotion and tenure process, except as may be specifically set forth elsewhere in this Contract.

d. All decisions of Committees in this process shall be made by vote of their members and all votes shall be by a simple majority of the entire membership. Positive recommendations require a positive majority vote equal in number to at least a majority of the full committee membership.

3. Membership of Faculty Personnel Committees

a. Department Committees

Subject to the specifications below, each department shall vote on the membership of Department Personnel Committees.

(1) Evaluation for Assistant Professor

All Assistant, Associate, and Full Professors are eligible to serve on the Department Personnel Committee when it evaluates Candidates for Assistant Professor.

(2) Evaluation for Associate Professor

Only Associate and Full Professors are eligible to serve on the Department Personnel Committee when it evaluates candidates for Associate Professor.

(3) Evaluation for Full Professor

Only Full Professors are eligible to serve on the Department Personnel Committee when it evaluates candidates for Full Professor.

(4) Evaluation for Tenure

Only tenured Associate and Full Professors shall be eligible to serve on the Committee when it evaluates for Tenure.

(5) Election of Committee Chairperson

Each department committee shall elect a Chairperson from its membership. Such Chairperson shall be entitled to full participation in Committee deliberations and may vote.

(6) Membership Disqualification

An individual is ineligible for membership on a committee which shall evaluate his or her candidacy.

(7) Membership of Department Chairperson

The Department Chairperson shall be a member of the Committee in all its forms, regardless of his or her rank, except when he or she is a candidate for promotion.

(8) Departments with insufficient members

Where any department shall have less than 3 members eligible to serve on a given version of the committee, then qualified individuals from allied departments acceptable to both the eligible department members and the candidate(s) shall be designated by the college dean. If after reasonable efforts by the college dean, no one found is acceptable to all parties on both sides, the MSP Chairperson and the College Dean shall jointly designate someone to serve.

b. College Personnel Committee

Each college shall have a College Personnel Committee consisting of all department chairpersons of the college and three tenured full professors elected by majority vote of faculty members in the college.* Each committee shall elect a chairperson from among its tenured full professors . Such chairperson shall be entitled to full participation in committee deliberations and may vote. When a department chairperson is a candidate for promotion, he or she shall be replaced on the committee by a tenured associate or full professor elected by the members of the department. In the week immediately before the College Personnel Committee is scheduled to meet to elect its chairperson, the membership of the college, by petition of an absolute majority of its membership filed with the dean of the college, may provide for direct election by the college faculty of the Chairperson of the College Personnel Committee.

c. College Dean

Review shall be performed by the College Dean personally. In the event of the disability of the College Dean, anyone designated to perform this function in substitution for the Dean must be qualified to hold the office of College Dean.

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*The College of Education shall elect one tenured full and two tenured associate or full professors who shall constitute the College Committee. The College of Education shall not have a department committee.

The requirement of majority vote means that any person receiving a majority in the initial balloting shall be declared elected. After one balloting, the candidates with the lowest number of votes shall be dropped until a number of persons remains for a run-off election equal to the number of seats remaining to be filled multiplied by two. In this run-off election, the candidates with the greatest number of votes shall be elected, whether or not a majority is achieved.

d. University Rank and Tenure Committee

(1) Committee Membership

The University Rank and Tenure Committee shall consist of the chairpersons of each college personnel committee, four tenured full professors selected by the President of the University from among the tenured full professors who served on the various College Personnel Committees, and the Vice President for Academic Affairs, who shall chair the University Rank and Tenure Committee and vote only in case of tie vote. There shall also be three non-voting observers, (who may participate in Committee deliberations), one designated by MSP Chairperson, one by the President of the University or his designee, and one by the two of them jointly. Observers shall concern themselves with the University's commitment to (1) Fair and consistent procedures, (2) Equal opportunity, and (3) Academic standards. (When librarians are candidates for promotion and/or tenure, the chairperson of the Librarian Personnel Committee may attend as a non-voting observer any relevant session of the University Rank and Tenure Committee).

(2) Responsibility of College Committee Chairpersons

The chairperson of the College Personnel Committee who serves on the University Rank and Tenure Committee shall be obliged to fully inform himself or herself concerning the credentials and qualifications of candidates from his or her college in order to interpret intelligently the applications of such candidates to other members of the University Rank and Tenure Committee.

B. Librarian Promotion/Tenure Process

1. Application for Review

A librarian who wishes to be considered for promotion and/or tenure will so inform the Director of Libraries by the appropriate period of the academic year in which the requested recommendation is sought. It is the responsibility of each candidate for promotion and/or tenure to ensure that his/her complete professional vita is filed with the Director, who shall forward this materia to the appropriate Library Personnel Committee. Any librarian may remove himself/herself from consideration at any level.

2. Review Levels

Each librarian candidate for promotion and/or tenure, whether by the standard requirements or exceptions to the standard requirements, shall be reviewed by a Library Personnel Committee, the Director of Libraries, and the University Rank and Tenure Committee. All required materials filed by a candidate for promotion and/or tenure, all recommendations from each level of review (both positive and negative) plus written responses (if any) of the candidate to evaluations made at the levels of the library and director shall be forwarded to all subsequent review levels. Recommendations which are made at any level shall not be binding at any other level. Recommendations for tenure and for each level of promotion shall be made as follows:

a. Each reviewing authority develops an alphabetical list of individuals who are recommended for tenure, including those individuals who are simultaneously evaluated for both promotion and tenure. (Applicants for simultaneous review for promotion and tenure shall not be evaluated separately for tenure or for promotion.)

b. The tenure decision shall be made not later than the sixth year of service with the University. No more than three years prior service at a university, college or research library in the United States or Canada may be credited to the experience requirement. No previous experience must be counted in determining mandatory evaluation deadlines. A librarian may request (at his or her option) an early tenure determination. But no candidate may apply for tenure where the library personnel committee has recommended or the University has initiated implementation of termination except in the "up or out year" at the University. In order of priority of recommendation, each reviewing authority develops one list of individuals who are recommended for each rank of promotion. Candidates who are simultaneously evaluated for both promotion and tenure shall appear on both tenure and promotion lists and shall be listed in order of priority of recommendation on the promotion list.

c. Each reviewing authority develops an alphabetical list of individuals who are not recommended for tenure and an alphabetical list of individuals who are not recommended for promotion (by rank of requested promotion). Unrecommended candidates who are simultaneously evaluated for both promotion and tenure shall appear on both promotion and tenure listings of unrecommended individuals.

d. All decisions of committees in this process shall be made by vote of their members and all votes shall be by simple majority.

3. Membership of Library Personnel Committees

Subject to the specifications below, librarians shall vote on the membership of personnel committees.

a. Evaluation for Librarians I and II

All Librarians II, Librarians III, and Librarians IV are eligible to serve on the Library Personnel Committee when it evaluates candidates for Librarians I and II.

b. Evaluation for Librarian III

All Librarians III and Librarians IV are eligible to serve on the Library Personnel Committee when it evaluates candidates for Librarian III.

c. Evaluation for Librarian IV

All Librarians IV are eligible to serve on the Library Personnel Committee when it evaluates candidates for Librarian IV.

d. Evaluation for Tenure

All tenured Librarians III and IV shall be eligible to serve on the Library Personnel Committee when it evaluates candidates for tenure.

e. Evaluation of Committee Chairperson

The Library Personnel Committee shall elect a tenured Chairperson from its membership. Such Chairperson shall be entitled to full participation in Committee deliberations and may vote.

f. Membership Disqualification

An individual is ineligible for membership on a committee which shall evaluate his or her candidacy for promotion and/or for tenure.

g. Library Committees with Insufficient Members

Where less than three (3) members are eligible to serve on a given version of the Library Personnel Committee, then qualified individuals from among the professional librarian staff, acceptable to both the eligible committee members and the candidate(s), shall be designated to serve by the Director of Libraries

or, if the number of staff is insufficient, then from the faculty. If, after reasonable efforts by the Director, no one is found who is acceptable to all parties on both sides, the MSP Chairperson and the Director shall jointly designate someone to serve.

C. Presidential Action

All recommendations concerning faculty and librarians are forwarded by the University Rank and Tenure Committee to the President of the University, who in turn makes his recommendations to the University's Board of Trustees. The President may elect not to recommend for promotion and/or tenure candidates recommended at earlier levels. However, if the President fails to recommend a candidate who has received positive recommendations from at least two of the previous levels, the President shall advise the candidate in writing of his decision. If he/she so chooses, the candidate is then entitled to a hearing with the President. The President may not recommend for promotion and/or tenure any candidate who has not received positive recommendations at two review levels.

D. Action by the Board of Trustees

The final level in the scheduled promotion and tenure process is the Board of Trustees who shall act only on the candidates that are recommended by the President.

E. Responsibilities of MSP and University Administration

1. MSP Observers

The MSP may in its discretion, send an observer to any committee acting in the tenure and promotion process. The observer may interpret in a professional manner the actions of the committee observed to candidates and may give his or her impressions of the reasons for a particular committee action.(Requests for observers shall be made to the MSP Chairperson.)

2. Weekly Meetings of MSP and Vice President for Academic Affairs

The MSP Chairperson or his/her designee and the Vice President for Academic Affairs shall meet weekly on a priority basis during the promotion/tenure cycle in an effort to informally resolve unforseen difficulties in a prompt manner.

F. University Personnel Register

There shall be a University Personnel Register, at the reference desk in each Library and at other designated locations. The University Administration promptly shall place therein all promotion lists, and other summarizing documents concerning University personnel actions and shall send a copy of each to both the Executive Director and the MSP Chairperson.

G. Grievances Concerning Promotion and Tenure

Tenure and Promotion grievances, if any, shall be filed at the completion of the process. In the interim, an individual may seek the informal intervention of the MSP Chairperson in the ongoing promotion and tenure process and such individual may file a written response as provided in this Article, Section A, 2.

H. Promotion and Tenure Schedule

The tenure and promotion process shall occur during the second semester on a schedule promulgated by the Administration with prior approval of the Executive Director of the MSP or his designee.

ARTICLE IX

EVALUATION OF FACULTY AND LIBRARIANS

A. Varieties of Evaluation

Faculty and librarian unit members are subject to three types of evaluation: (1) an annual evaluation of untenured faculty and librarians (2) merit evaluation of all unit members who are eligible for College Merit and, (3) a review in connection with a personnel action (renewal of contract, non-renewal of contract, promotion, tenure).

All chair/division head annual and merit evaluations, alternative supplemental evaluations by department/library personnel committees, positive personnel reviews by the Department/Library personnel committee, and evaluations of Chairs*/Division Heads by Deans/Director of Libraries shall result in written prose documents. Such documents shall be fully privileged to reflect the perceived strengths and weaknesses of the individual reviewed in accordance with the evaluator's professional academic judgment and shall take into consideration all three evaluation areas specified below and other relevant and/or required matters. The person evaluated must sign acknowledging that he or she has seen the document (signature does not indicate agreement) and such person shall be entitled to write a written rebuttal which then must be attached to the evaluation(s) and which shall be reciprocally privileged.

1. Annual Evaluation

This evaluation must be performed annually by department chairs for all untentured faculty. Untenured librarians shall be evaluated annually by their respective division heads.

Untenured unit members may request alternative supplemental evaluations from elected department/library personnel committees. Supplemental evaluations must be attached to the initial evaluation and shall become part of the documentation forwarded to various review levels as specified in this agreement.

2. Merit Evaluation

Department chairs shall evaluate eligible unit members in connection with the several aspects of College Merit specified in the Salary Article.

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*In colleges without departmental structures, the evaluations normally performed by department chairs shall be performed by the chairperson of the college faculty. This position shall be filled by a tenured associate or full professor of the college who is elected at large by the college faculty.

The college dean evaluates department chairs, and the Director of Libraries evaluates library division heads. All unit members, including department chairs and library division heads, may request alternative supplemental evaluations from elected department/library personnel committees.

3. Review in Connection with a Personnel Action

The "evaluations" required in connection with a positive or negative recommendation for promotion and/or tenure by reviewing levels, and in the case of untenured faculty, recommendation by the Department Personnel Committee for reappointment or non-reappointment, refer to a process not a document though they shall be based on the required credentials and documents that must accompany all evaluation processes and shall therefore be known as a review. No prose document must result (though it is permissible) except for positive recommendations by the department/library personnel committee; in all other cases and at all other levels reviewing authorities must provide only a report of a positive or negative recommendation and a ranking where required. [The sole additional exception to the above is the statement of reasons required in the case of non-reappointment of untenured faculty after the fourth year in accordance with the Termination Article.]

All reviews shall be based on the standard criteria set forth below, other required criteria where indicated in this Agreement, and upon any and all other academically or professionally pertinent criteria reasonably related to the reviewed individuals demonstrated and potential ability to contribute positively to instructional programs and/or, to contribute collegially and constructively to service activities at the department, college, university, professional or community levels and/or, to contribute academically significant research and publication.

All tenure evaluations must consider the individual's continued relevant, constructive, professional and collegial contribution to departmental, college (library) and university programmatic needs as well as the individual's professional/academic accomplishments.

B. Function of Departmental (Library) Recommendations in Connection with Non-reappointment

The review process required in connection with non-reappointment recommendations in early years of service is designed to secure a positive or negative professional academic recommendation from the department/library level and confers no rights on the individual evaluated other than a guarantee that such professional Departmental/library

review and recommendation shall in fact be made and be a part of the final University recommendation and decision process. Minor procedural errors at the departmental/library level shall not effect the validity of such final recommendation and decision where the University has in fact received and introduced a professional departmental/library recommendation into its final decision-making process.

All decisions at all levels in this process(and all other personnel processes) shall be fully privileged to reflect, and shall be based upon, the perceived strengths and weaknesses of the individual reviewed in accordance with the evaluator's professional academic judgment.

Before the time when this Agreement requires that reasons be given for non-reappointment, whenever a chair, the department/library personnel committee, the dean/director or the Vice President for Academic Affairs has initiated the process of non-renewal, the affected individual may not apply for promotion, tenure, or merit.

The scope of grievance rights connected with non-reappointment are to be found in the Grievance Procedure Article of this Agreement.

C. Schedule for Evaluations

1. Annual Evaluation of Untenured Faculty and Librarians

Each untenured unit member shall be annually evaluated by his or her department chairperson/head or library division head as the case may be. Such evaluation must be completed by the deadlines indicated in Table I, i.e., before the department/library personnel committee makes its mandatory annual review and positive or negative recommendations concerning the reappointment and non-reappointment of untenured unit members. In all instances, these annual evaluations must be preceded by classroom visits and a prose evaluation of same in accordance with section D. below. The Department/library personnel committee shall meet, review the annual evaluations together with other documents and credentials (Cf. Section F.) and make a recommendation. Its recommendations and the annual evaluations of the Chair/Division Head shall be sent by the Chair/Division Head to the Dean/Director of Libraries and to the Academic Vice President by the deadlines specified in Table I. The Academic Vice President and the Dean/Director shall confer and make a recommendation to the President in sufficient time for the Board to act and thereby satisfy the official notification deadlines.

Deadlines for making evaluations and recommendations for untenured unit members are prescribed to assure institutional compliance with formal notification deadlines concerning non-renewal or contract. As distinguished from these official Board notification deadlines to which they lead, the evaluation deadlines in Table I confer no rights upon persons being evaluated.

2. Merit Evaluation of Eligible Unit Members

Each eligible unit member shall be evaluated in accordance with the schedule in Table I, as stipulated in the Salary Article of this agreement.

Untenured unit members who are eligible for merit evaluation under the terms specified in this Agreement, also must be evaluated for merit according to the schedule indicated in Table II.

3. Review for Personnel Action

Review for Promotion and/or Tenure shall take place in the second semester in accordance with the schedule outlined in Table III, beginning with the review by the Department Personnel Committee at the start of the semester.

Review by the Department Personnel Committee for recommendation of retention or non-retention of untenured faculty must occur by the deadlines set forth in Table I.

TABLE I
ANNUAL EVALUATION SCHEDULE AND OFFICIAL NOTIFICATION DEADLINES
FOR UNTENURED UNIT MEMBERS--BY YEAR OF UNIVERSITY SERVICE

Year of Uiversity Service	Initial Appointment	Chairperson Evaluation Deadline	Deadline for Chair/ Head/Personnel Comm. Recommendations to Deans/Director/VPAA	Official Notification Deadline	For Termination At End of
1st	(1 yr. appt.)	12/1 of 1st yr.	12/15 of 1st yr.	3/1 of 1st yr.	1st yr.
1st	(2 yr. appt.)	4/1 of 1st yr.	4/15 of 1st yr.	9/15 of 2nd yr.	2nd yr.
2nd*	(2 yr. appt.)	4/1 of 2nd yr.	4/15 of 2nd yr.	9/15 of 3rd yr.	3rd yr.
2nd*	(1 yr. appt.)	10/1 of 2nd yr.	10/15 of 2nd yr.	12/15 of 2nd yr.	2nd yr.
2nd*	(1 yr. appt.)	4/1 of 2nd yr.	4/15 of 2nd yr.	9/15 of 3rd yr.	3rd yr.
3rd		12/15 of 3rd yr.	2/28 of 3rd yr.	9/15 of 4th yr.	4th yr.
4th		12/15 of 4th yr.	2/28 of 4th yr.	9/15 of 5th yr.	5th yr.
5th		12/15 of 5th yr.	2/28 of 5th yr.	9/15 of 6th yr.	6th yr.
6th		12/15 of 6th yr.	2/28 of 6th yr.	9/15 of 7th yr.	7th yr.

TABLE II
ANNUAL MERIT EVALUATION DEADLINES

Unit Member Vitae/Document Deadline	Chair Evaluation Deadline	Evaluation Period
23 April 1984	7 May, 1984	1 Sept.'82 - 31 March 83[a]
23 April 1984	7 May, 1984	1 April'83 - 31 March 84[b]
1 April 1985	20 April, 1985	1 April 84 - 31 March 85[c]

TABLE III

The 1980-83 Faculty/Librarian Agreement, as extended, specifies that the timetable for the Promotion/Tenure process shall be developed each year by the Executive Officer of the MSP and the Vice President for Academic Affairs. The compliance deadlines for the various steps of this process, unless subsequently revised by current contractual negotiations, are as follows:

First Monday in November	Deadline for full professors to notify deans that they will not stand for election to college personnel committees
First Monday in February	Deadline for individuals to file for applications for promotion and tenure and to submit all necessary supporting materials to department chairpersons
Second Monday in February	Deadline for chairpersons to submit all individual promotion and tenure materials to department personnel committees
Third Monday in February	Deadline for submitting petitions to deans for the direct election of chairpersons of college personnel committees
Last Day in February	Deadline for department personnel committees to forward recommendations and personnel materials to college personnel committees
Third Monday in March	Deadline for presidential selection of four members of college personnel committees for the rank and tenure committee
Last Day of March	Deadline for college personnel committees to forward recommendations and personnel materials to college deans
April 15th	Deadline for college deans to forward recommendations and personnel materials to the rank and tenure committee
May 15th	Deadline for rank and tenure committee to forward recommendations and personnel materials to president
Last day of May	Deadline for President to issue list of recommended candidates for tenure and promotion

D. Visits by Chairs to Classrooms of Untenured Faculty

Each department chairperson shall be responsible for visiting the classes of each non-tenured department members at least once each semester and shall prepare a prose evaluation of each classroom visit within five days of the visitation. A copy of such evaluations shall be forwarded to the non-tenured faculty member.

Upon the written request of a non-tenured faculty member, the Department Chairperson shall invite a tenured Associate or Full Professor of the department to accompany him on each classroom visit. If, however, there shall be no tenured Associate or Full Professor of the department, then such non-tenured faculty member may request, and the chairperson shall invite a tenured Associate or Full Professor from another related department to accompany the chairperson on each classroom visit. Such invited other tenured faculty member shall submit a written evaluation of each classroom visit to the non-tenured faculty member and the Department Chairperson.

[It is understood that in the case of Librarians, the Division Head may utilize observations of work performance as a consideration in making the annual evaluation.]

E. Standard Evaluation Areas

All evaluations and reviews must consider the standard evaluation areas specified below. It is understood that in the case of annual evaluations, and reviews and recommendations for reappointment, non-reappointment, promotion and tenure, other criteria, as indicated, also must be considered and addressed.

1. Faculty

a. Instructional Effectiveness:

Including but not limited to adherence to academic rules and regulations promulgated through established academic governance procedures by the Board of Trustees for the University; Development, improvement and demonstration of subject matter competence, continued improvement of methods and procedures of classroom presentation; active participation in departmental evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance, and viability; and Conscientious discharging of responsibilities for student advisement throughout the academic year, special or uniquely valuable contributions to the development, implementation or teaching of needed courses in any college or level or division of the University, and

the like. Notwithstanding achievements made in other areas of faculty evaluation, instructional effectiveness as herein defined shall be considered as indispensable for faculty advancement.

b. Research and Publication:

Including but not limited to research funded by governmental agencies and professional association and/or publicly acknowledged by learned and professional societies; Book publications by governmental agencies, professional associations, and/or acknowledged professional publishing houses; and Publications in recognized professional and/or academic journals, and published conference proceedings.

c. Service contributions:

Including professional leadership and achievement, service to the University, and community service.

(1) Professional Leadership and Achievement

Including, but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in an academic or professional area; Post-doctoral study in a accredited college or university or in recognized institutes of advanced study;

(2) Service to the University:

Including, but not limited to, professional activities contributing to the good of the University, its colleges and departments which are not required of faculty members as matters of regular assigmnent, such as service on college or university-wide committees, service on professional boards or accreditation agencies as a representative of the University, and service on such task forces of the University as are, from time to time, established by the President and/or the Board of Trustees; and Leadership in the development and strengthening of significant programs and courses (including those in Continuing Education) which enhance the University's ability to fulfill its mission. In considering service to the University, recommending authorities also shall give special attention to those individuals who have acquired new skills and knowledge for the purpose of transferring to new programs or departments when such transfer enhances the University's ability to serve its mission as a

public institution of higher education. (Physical Education faculty in the unit who also coach may cite coaching excellence as service to the University.)

(3) Community service:

Including, but not limited to, significant professional activities contributing to the good of the public sector which are associated with the faculty member's area of academic or professional expertise and which are rendered without remuneration.

2. Librarians

a. Professional Effectiveness

Including but not limited to adherence to professional rules and regulations promulgated by the Board of Trustees for the Library (through established governance procedures where appropriate); Development, improvement and demonstration of professional competence as librarians; Active participation in professional evaluation of library services for the purpose of maintaining their quality, relevance and viability; and conscientious discharging of professional library responsibilities. Notwithstanding achievements made in other areas of librarian evaluation, professional effectiveness as herein defined shall be considered as indispensable for librarian advancement. A key element in librarian professional effectiveness shall be a record of positive contributions to the academic functioning of the University and its faculty, on behalf of research and instructional programs.

b. Research and Publication

Including but not limited to research funded by government agencies and professional associations and/or publicly acknowledged by learned and professional societies; Book Publications by governmental agencies, professional associations, and acknowledged professional publishing houses; and Publications in recognized professional and/or academic journals, and published conference proceedings.

c. Service Contributions

Professional leadership and achievement, service to the University, and community service.

(1) Professional leadership and achievement

Including but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in a professional area;

Post-doctoral study in an accredited college or university or in recognized institutes of advanced study and the like.

(2) Service to the University

Including professional activities contributing to the good of the University which are not required of librarians as matters of regular assignment, such as service on college or university-wide committees, service on professional boards or accreditation agencies as a representative of the University, and service on such task forces of the University as are, from time to time, established by the President, the Board of Trustees, etc.

(3) Community Service

Including significant professional activities contributing to the good of the public sector which are associated with the professional librarian's area of academic or professional expertise and which are rendered without remuneration.

F. Evaluation Credentials

1. Credentials for Faculty Evaluation

a. Annual Evaluation of Untenured Faculty

Up to date comprehensive vita (prior evaluations and rebuttals, if any); the individual academic plan; reports of classroom visits; written self-evaluations, student evaluations, course syllabi, and any other relevant support material submitted by the member, including samples of student work, when appropriate.

b. Merit Evaluation

Professional Vita for the particular evaluation period (prior evaluations and rebuttals may be considered); individual academic plans, written self-evaluations,

reports of classroom visits, student evaluations, or any other existing relevant support material may be submitted, including course syllabi, and samples of student work.

c. Review for Personnel Action

Comprehensive Vita; existing annual and merit evaluations, alternative supplemental evaluations, rebuttals and written self-evaluations; existing individual academic plans, reports of classroom visits, and student evaluations; other relevant support material submitted by the member.

2. Credentials for Librarian Evaluation

In evaluating the performance of professional librarians and in formulating personnel recommendations, the division head, established committees, and academic administrators of the University shall utilize the same or analogous documents as previously described for faculty members except as follows:

a. A representative sample of the librarian's work shall be included;

b. Copies of reports/summaries of professional conferences, meetings or workshops the librarian has attended shall be included;

c. "Professional Librarian Effectiveness" shall be substituted for "Instructional Effectiveness" on professional vitas;

d. "Observations of performance of library duties" shall be substituted for "Required Classroom Visits".

3. Nature of the Professional Vita

a. For annual evaluation, review for reappointment non-reappointment, promotion or tenure recommendation: A comprehensive professional vita (see appendix A-6) which shall show the accomplishments in the areas of (1) instructional effectiveness, (2) research and publication and (3) service contributions, and shall also include, among other items, certification of completed degree programs, progress reports of authorities supervising or directing advanced or post-doctoral study; samples of the candidate's publications, copies of recital or exhibition programs, reviews of publications, performances or exhibitions, and other materials constituting external evaluation of publication quality; and a corroborative documentation of research, professional leadership and achievement,

and of service to the professions, the University, and the community. In preparing this comprehensive resume, the candidate shall clearly indicate the date(s) of all indicated activities or accomplishments.

b. For merit evaluation, a professional merit vita on the appropriate form for the period of evaluation (See Appendix A-5).

4. Individual Academic Plans

a. Untenured Unit Members

Every Fall, by October 1, each untenured unit member shall file an academic plan setting forth his or her professional goals and objectives for the then current academic year. Faculty members shall file this plan with the department chairperson and a copy shall be sent to the college dean. Librarians shall file this plan with the Director of Libraries.

The primary purpose of the academic plan is to provide a meaningful context for informal and unofficial discussions between the individual and the department chairperson/college dean or Director of Libraries concerning the following:

(1) the development of constructive professional relationships with colleages and students in the discharging of faculty/librarian responsibilities

(2) the coordination of personal goals for academic and professional development with the overall academic and professional needs of department, college/library, and University programs.

The individual academic plan shall be one component of the evaluation of non-tenured unit members and the recommendation process concerning merit, non-renewal of contract, promotion, and tenure.

b. Tenured Unit Members

Tenured unit members are not required to file an academic plan but may elect to do so.

G. Written Evaluation of Unit Members by Chairs/Library Division Heads

Department Chairs/Division Heads shall prepare a prose evaluation of their unit members in accordance with the time tables and provisions of this Article. A copy of the complete tentative evaluation shall be provided to the unit member prior to being made final and prior to further submission.

Upon written request, a unit member shall be entitled to a conference with the Chair/Division Head to discuss his or her tentative evaluation and to examine materials used by the Chair/Division Head. Following the conference, the Chair/Division Head shall write a final evaluation of the unit member and shall make a copy available to the individual prior to further submission.

A unit member shall have the right to file a written statement of rebuttal concerning the final evaluation. Such a statement shall be filed with the Chair/Division Head and shall be made an attachment to his or her evaluation. The deadline for filing such rebuttal shall be one calendar week following the day on which the Chair/Division Head forwarded his evaluation to the faculty member.

A unit member (whether or not s/he has requested a conference or filed a written statement of evaluation rebuttal) shall sign a statement that s/he has received his/her evaluation and has had an opportunity to file a statement of evaluation rebuttal. This statement shall be filed with the Chair/Division Head no later than one calendar week following the day on which the evaluator forwarded his evaluation to the unit member and shall be made a part of the official record of evaluation. [In the case of the evaluation of the Chair/Division Head by the Dean/Director, the statement, and rebuttal if any,will be filed with the Dean/Director.

H. Written Evaluation of Chairs/Library Division Heads by Deans/Director of Libraries

College Deans and the Director of Libraries shall prepare a written evaluation of each Department Chairperson/ Division Head on the basis of the standard credentials and their knowledge of the educational leadership of the Chairperson and his/her fulfillment of the duties specified in this Agreement, or professional leadership of the Division Head and the duties associated with his/her position.

I. Alternative Supplemental Evaluations

If a member is not satisfied with an evaluation made by the Chair/Division Head (or by the Dean/Director in the case of the Chair/Division Head) the member may request an evaluation by the Department/Library Personnel Committee. The deadline for filing such a request shall be one calendar week following the day on which the Chair/Division Head forwarded his or her final evaluation to the unit member. If so requested, the Department/Library Personnel Committee will evaluate the unit member and provide the member with a written copy of such evaluation within fourteen (14) calendar days of the original request and within seven (7) calendar days shall forward a copy of such evaluation (together with any rebuttal received from the member) as appropriate.

J. Oversight of Evaluation Deadlines by Chairs, Deans and the Office of Academic Affairs

Chairs are responsible for meeting their deadlines and seeing that their department/library personnel committees meet theirs, including the timely submission of recommendations required in the review processes for merit and /or personnel actions. College deans/Director of Libraries must see that all departments/divisions properly evaluate their untenured members in a timely fashion. The Associate Vice President for Academic Affairs shall keep systematic records of the review status of all untenured faculty and librarians and maintain broad oversight of the process.

K. Evaluation Files

See Article XII, Access to Official Faculty Personnel Files.

L. Knowledge of Evaluations

No evaluation of Unit members shall take place without their knowledge.

M. Departmental/Library Inquiry

In extraordinary circumstances, the President of the University (and not a designee) may direct a department chairperson or the Director of Libraries to convene the Department/Library Personnel Committee to inquire in an informal but careful manner, into serious accusations or problems involving a department/librarian member.

In such inquiries, the committee may have conducted for it systematic student evaluations, even of a tenured faculty member, if such appears relevant to the issue, and it may arrange for visits to a faculty member's classes but it may not collect or solicit unsystematic grumblings, secret accusations, rumors, etc., and it may not solicit material from students in a context which conveys to these students that the faculty member or librarian in under inquiry or may have "done something wrong." Department/library inquires must be conducted with careful regard for the highest traditions of maintaining academic standards, respect for legitimate professional autonomy and academic freedom. The committee's report shall be sent to the individual, the chair/Director of Libraries, as the case may be, and to the President. The individual under inquiry may, in his or her discretion, add a rebuttal statement which shall be attached to the report. After a three month period, if no further action is deemed necessary in regard to the report or the matter inquired into, the report (and any attached rebuttal) shall be destroyed and no official records kept unless the individual under inquiry wishes such to be kept as part of his or her official personnel file. Whenever a Departmental/Library Inquiry is undertaken, notice of that fact shall be sent by the President to the MSP Executive Director and to the MSP Chairperson.

A Departmental/Library Inquiry as herein described shall serve as the informal process which must precede any formal dismissal process under the Article on Termination, Dismissal, and Resignation Policies.

"Official" student complaint policies and their outcomes, do not in and of themselves confer official status upon a student complaint, nor may such outcomes be recorded in Official Personnel Files. However, this does not preclude Chairs, Deans, and/or other academic administrative officers from responding to student complaints and attempting to resolve difficulties as they occur, nor does it preclude academic administrators concerned about what they perceive as an extremely serious student complaint or a disturbing pattern of student complaints from bringing it to the attention of the President of the University, who may invoke the provisions of the previous paragraphs in appropriate situations.

ARTICLE X

NON-UNIT FACULTY: PERFORMANCE OF BARGAINING UNIT WORK

Tenured or tenure-track faculty holding (or on temporary approved full or partial leave from) a full time professional position within the faculty-librarian unit under terms and conditions controlled by this Agreement, at the rank of Instructor, Assistant Professor, Associate Professor, or Professor shall constitute , exclusively, the Professional Teaching Staff of the University of Lowell.

A. Temporary Full Time Faculty: Visiting Professors

The University may hire visiting professors under any appropriate title on a temporary full time basis. Such individuals may be paid from donated endowment, overhead funds, grants, or any other source including state-funding. However the number of state positions used for this purpose, if any, may not exceed 2 1/2% of total bargaining unit positions and the aggregate from all sources may not exceed a number equal to 5% of the total bargaining unit positions. No individual visiting professor may remain at the University of Lowell on such basis in excess of two consecutive academic years. Visiting professors are exempt from the obligation to join the union or make equivalent payment but they shall not be eligible for any bargaining unit salary adjustments, merit awards, professional development funds, educational needs funds, etc. No tenured faculty member may be retrenched while any visiting professor is continued.

Bargaining unit full-time faculty may engage in faculty exchanges with faculty at other institutions with University approval under established procedures, arrangements and time limits. The individual from the other institution teaching at the University of Lowell in the place of the bargaining unit member is exempt from union membership and payment obligations but may not receive any contractual benefits.

In no other cases may faculty bargaining unit work and its accompanying academic responsibilities be performed on either a temporary or permanent full time basis except by bargaining unit members who are tenured or tenure-track faculty holding, as the case may be, the ranks of Instructor, Assistant Professor, Associate Professor, or Professor under terms and conditions controlled by this Agreement. However, part-time faculty may be contracted for by the University and they may perform bargaining unit work within the restrictions provided below.

B. Part-Time Faculty

1. Visiting Lecturers

The part time position known as visiting lecturer shall normally involve teaching extra sections of courses which are normally taught by regular full time faculty which arise as the result of enrollment fluctuations, or other similar temporary situations and shall involve persons about to complete or recently completing graduate academic studies or other individuals who are appropriately seeking temporary part-time employment to augment their University teaching experience. No individual may serve as a Visiting Lecturer for more than four consecutive semesters without a written waiver granted jointly by the Office of the Vice President for Academic Affairs and the MSP Executive Board through its Executive Director, obtained in a timely manner during the academic year. It is understood that such waivers will not normally be given.

As temporary "consultants," visiting Lecturers shall normally be paid from 03 funds or through other temporary funding arrangements. The University acknowledges its moral obligation to periodically review and maintain adequate pay rates for Visiting Lecturers. No Visiting Lecturer may teach more than two courses in any given semester.

2. Adjuncts

Adjuncts are individuals whose part time teaching relationship is not necessarily temporary, but who are excluded from the pay requirements and other provisions of 3. below because they perform "adjunct" work not normally performed by the regular faculty. Such individuals normally include those who are paid at an hourly rate, and individuals primarily employed elsewhere who perform clinical roles or who come to the University to teach a special course sharing a special professional skill; adjuncts normally receive some special rate or form of compensation, or no compensation, or an honorarium and/or expenses. Adjunct appointments shall be vaild only in these agreed upon categories of peripheral work. Adjuncts acquire no rights or entitlements whatsoever beyond those conferred annually or semester by semester in their individual contracts. Compensation or honoraria for Adjuncts, if any, may come from a variety of sources.

3. Lecturers

a. General provisions

The University may employ Lecturers on a part time basis subject to the provisions of this paragraph. The University may, and over the life of this

Contract shall, utilize no less than 2 1/2 and no more than 5% of its 01 bargaining unit slots for no less than 20 and no more than 65 lecturers. Lecturers are less than full time employees doing bargaining unit work which is part of the central instructional work performed by the regular faculty in departments with continuing responsibilities for extraordinarily large numbers of introductory courses [such as Mathematics and English] or that have other limited but continuing instructional needs that can suitably be met by a part time lecturer. Such positions shall be equitably distributed to Departments with such responsibilities and needs; and it is agreed that beginning with the 1984-85 academic year, at least twenty introductory course sections each in Mathematics and English shall be taught by persons occupying such positions. Lecturers shall have more limited responsibilities and professional obligations than regular full time faculty; therefore, they shall receive an appropriate but more limited level of compensation. The annualized rates reflected by the funds paid to Lecturers, who are occupying portions of 01 funded unit slots and performing work central to that of the bargaining unit, shall be included in the calculation of the total full time unit employee equivalent salary amount as defined elsewhere in this contract.

b. Lecturer workload and compensation regulated

As part time (less than full time) faculty, the maximum annual workload for a lecturer must be less than 21 credit hours per academic year except that the maximum annual workload for a terminally qualified lecturer must be less than 18 credit hours per academic year. Lecturers shall under no circumstances receive less than pro rata the minimum salary for an Instructor's basic maximum 24 credit hour annual workload, nor shall they receive more than 75% above that minimum rate. Lecturers shall normally be more experienced individuals than Visiting Lecturers and charged with somewhat broader and/or more advanced instructional obligations. Lecturers may be assigned advising duties. However, Lecturers have no research obligations, no service obligations, need not be terminally qualified in appropriate situations, may not participate in contractually controlled processes, and may not participate in governance matters (except to a limited degree where it is required by accreditation agencies). As less than full time employees of the Univ rsity, it is expected and understood that Lecturers shall pursue a significant part of their professional life (or their choice of equivalent activity) apart from the University and its auspices.

Lecturers shall normally be hired on one year contracts with no entitlement to renew whatsoever and no enforceable retention rights. However, the University in its discretion may renew and retain Lecturers, provided that, it is agreed that in case of retrenchment or imminent retrenchment in the faculty bargaining unit, Lecturers are and remain part-time faculty; and, in accordance with the Order of Retrenchment, and without exception, shall be retrenched before full-time untenured faculty and full-time tenured faculty, said order being "absolute in any retrenchment situation, anything to the contrary notwithstanding." (Cf.Retrenchment Article)

4. Part-time Faculty Exempt from Union Membership

It is agreed that part time faculty in all the above categories, though performing bargaining unit work, shall not be members of the bargaining unit. They shall therefore not be required to join the MSP or pay union dues or fulfill alternative payment obligations, nor shall they receive or claim any contractual benefits or entitlements except that Lecturers, when working half time or more, shall receive fringe benefits generally available to university employees working half time or more and specifically in this instance, including pro rata sick leave; and except insofar as this Agreement specifically regulates the performance of bargaining unit work within a variety of designated applicable perameters.

The limits on the number of Lecturer positions apply only to that particular category of part time faculty as is herein specifically, specially and mutually defined. There are no specific limits on the numbers of Visiting Lecturers and Adjuncts the University may hire within the provisions of this Agreement, and any university management rights in the area of part time hiring not subject to collective bargaining as to impact upon the terms and conditions of employment of the unit and its work are reserved; however, it is agreed that in the interest of maintaining the academic integrity and standing of the University, the overall approximate established percentage of bargaining unit work performed by regular full time unit faculty shall not be diminished.

Following the thrust of relevant decisions of the Massachusetts State Labor Relations Commission, an exemption from unit membership shall apply to the category of Visiting Lecturer because of the transient nature of Visiting Lecturers' relation to the University.

It shall apply to the category of Adjunct because of the peripheral relation of Adjuncts' work to that of the work the regular faculty, and/or because of the limited nature of their relationship to the University.

It is also agreed between the University and the MSP to exclude the category of Lecturer from the unit as a convenience and accommodation, based upon the mutual assumption that such an arrangement is and will continue to be desired by all parties in interest. However, the MSP reserves the right to petition for inclusion of Lecturers in its unit if it decides, in its revised judgment, that such inclusion would be in the best interests of the faculty of the University as a whole. The University reserves its right to object to unionization of Lecturers but it agrees that if such unionization is ever approved, they should be included in the faculty-librarian unit because they are performing the central work of that bargaining unit in portions of 01 unit positions whose annualized funding rates are properly included in calculations of unit full time equivalents for the contractual total full time unit employee equivalent salary amount. Similarly, if at any time a majority of individuals within the category of Lecturer petitions to unionize, the University and the MSP hereby agree that if the petition is granted, Lecturers should be attached to the faculty-librarian unit.

As non-unit members, part time faculty (and full time Visiting Professors) may not file grievances. However, the MSP, in its discretion, may enforce the provisions of this Article through the grievance process.

5. Hiring Processes For Part Time Faculty

Part time positions need be advertised, affirmative action and related papers prepared, and Departmental hiring priorities set no more than once a year. Individuals may be hired from the pool thus established at any time during the next year. Part time faculty may be awarded one year appointments with the explicit proviso that the second semester's employment is contingent upon subsequent need, funding and written confirmation. Part time faculty are normally hired for one semester or one academic year with no entitlement to be rehired. However, where in fact it is desired to hire again particular part time faculty for similar duties for the next consecutive academic year, and such rehiring is not in conflict with other provisions of this Article, their job need not be readvertised and another contract may be issued. A designated, accessible central administrator shall be charged with keeping hiring processes both efficient and fair.

C. Academic Freedom for Non-Unit Faculty

It is understood that all visiting professors and all part time faculty shall be accorded the full and traditional measure of academic freedom which is accorded unit members.

D. Graduate and Undergraduate Student Assistants Permitted

See Workload Article, D.3.

ARTICLE XI

AFFIRMATIVE ACTION PROGRAMS

Consonant with the other provisions of this Agreement, the Board and the MSP agree they shall cooperate with each other in the implementation of any affirmative action program as required by federal or state laws, regulations, guidelines and policies and/or as adopted by the Board and in effect during this Agreement.

Accordingly, the Board and the MSP agree that every effort will be made to assure equality of opportunity in all aspects of employment, including recruitment, selection and placement, wages, training and promotion, termination, and other terms and conditions of employment, without regard to race, color, national origin, sex, age, marital status, handicapped, or veteran status.

ARTICLE XII

ACCESS TO OFFICIAL FACULTY PERSONNEL FILES

The Administration of the University shall maintain an Official Personnel File for each Unit member, which shall be kept in such custody as is designated by the Vice President for Academic Affairs or his designee. The sorts of material that are official and the places they are kept will be indicated in a subsequent joint memorandum of agreement. Such file shall include a continuous record of the Unit member's status as an employee of the University and shall contain copies of Official Personnel Correspondence and Transactions with the Unit member. Each Annual Evaluation made after the effective date of this Agreement and all evaluations of the Unit member's performance made prior to the effective date of this Agreement, all recommendations for personnel action, an updated transcript submitted pursuant to the provisions of Article IX of this Agreement and an updated copy of the Professional Data Form (vita) shall be maintained in the Official Personnel File. In addition, there shall be included such other material relevant to the Unit member's professional activities as the Unit member and the Vice-President for Academic Affairs or his designee shall mutually agree upon. Except as is hereinafter provided, no other materials shall be included therein.

1. All such material placed in the Official Personnel file of a Unit member shall be dated when received and numbered sequentially.

2. The Unit member shall have the right to examine his/her Official personnel File.

3. The Unit member shall have the right to place in his/her Official Personnel File a written statement made in response to materials contained in his/her Official Personnel File, to which it is responsive.

4. Copies of Official Personnel Correspondence shall be sent to the Unit member at the time they are filed.

5. Upon written request of the individual faculty member, the University administration shall reproduce one (1) copy of such materials, provided, however, that this is limited to one time per year, except for exceptional circumstances.

6. The Official Personnel File shall be available for inspection by the Department Chairperson, the Vice-Pr sident for Academic Affairs, the President of the University or his designee and the Board or its designee, and, when so authorized in writing by the Unit member, by a representative of the Society.

An inspection sheet shall be maintained for each faculty member's Official Personnel File. Whenever any of the foregoing individuals or the Board inspects the Official Personnel File of a Unit member, the name of such individual or Board and the date and time of inspection shall be annotated on the inspection sheet.

It is understood and agreed by the Parties to this Agreement that in order for this Article to be implemented according to its terms would require the assignment of personnel and equipment resources on an on-going basis. Therefore, the University agrees to exert every reasonable effort to do so, subject to the availability of funds.

No files shall be maintained of annual evaluations or other documents relating to evaluation of Unit members other than said official file containing the required annual evaluations and the required associated assessments for personnal action(s) as conducted under terms of this Agreement, former contracts, or future contracts. By mutual consent, material contained in official personnel files may be destroyed after seven years. It is clearly understood that Unit members, under provision contained in this Agreement, have the right to know and to see all material contained in such files.

ARTICLE XIII

RETRENCHMENT

A. General Provisions

1. The term "Retrenchment" as used in this Agreement means the laying off of any Unit member by means of financial exigency and/or substantial declining enrollment or declining enrollment in a context of financial exigency, and does not mean termination.

2. The President or his designee shall meet in advance to discuss with the MSP regarding any proposed changes, including reduction, curtailment, modification or discontinuance of programs which will lead to a reduction in Unit size.

3. Where a demonstrable bona fide financial exigency requires the retrenchment of an employed Unit member, the President or his designee shall meet to discuss with the MSP the University's plan for a systematic retrenchment of Unit members.

4. The President or his designee shall demonstrate financial exigency and shall provide the MSP with accurate information, statistics or financial data related to any change or plan. It is understood, however, that this obligation shall not impose upon the University the requirement to compile information and statistics in the form requested unless such data already is compiled in that form.

5. In adopting a plan of policy of retrenchment, the judgment of the Board of Trustees shall be final, except as otherwise limited by any provision of this Agreement or by applicable law. The University agrees that it will not reduce Unit size in an arbitrary, capricious or unreasonable manner.

6. If and when retrenchment seems imminent, the University shall make plans to permit attrition to effect the required reduction of Unit members and also shall encourage early retirement by agreeing to offer Unit members who accept such early retirement the permisible amount of part-time or consultative post-retirement work.

7. Before implementing retrenchment under this Article, and where it is clearly necessary to prevent retrenchment, the Univeri ty shall incorporate courses then currently being given under the auspices of the Division of Continuing Education into the regular work

assignments of Unit faculty. In such special circumstances, the MSP will agree to the required reasonable extensions of the normal hours of faculty work for affected Unit members. The University may enter into no arrangements that prevent implementation of this provision, and this provision supercedes anything to the contrary.

8. Before invoking retrenchment, and where funds permit, the University shall, if possible, initiate a program of early retirement incentive for faculty members 55 years old or older who apply for such retirement. After consultation with designated University officials, an eligible applicant member shall submit a letter resigning his/her tenured appointment and accepting a fixed period, non-renewable contract terminating no later than three years subsequent to the effective date of the incentive contract. Said negotiated mutually acceptable incentive arrangment shall increase the assigned duties of the individual beyond that performed during his/her previous tenured nine month appointment by providing for an additional work assignment during one to three months per year for a proportionate salary increase during the non-renewable one to three year contract period, preceeding early retirement. Where agreeable to both parties, such plans also may include a provision for a permisible amount of part-time or consultative post-retirement work.

9. Before implementing retrenchment under this Article, the Board of Trustees shall give due consideration to the need to retain the intergrity and continuity of the University's Program of Affirmative Action and the need to implement an Affirmative Action Policy as required by federal and state law, regulations, guidelines, and policies.

B. Reassignment

1. General Reassignment

Whenever it shall have been determined to be necessary to retrench any Unit member, such member shall, if possible, first be offered reassignment to a position with another department of the University whenever said member is qualified for such reassignment by terms or training and/or experience.

2. Effort to Avoid Future Retrenchment by Reassignment

Whenever current enrollment trends reasonably suggest the strong possibility of future retrenchment due to substantial enrollment declines in the near future, the University shall make every effort to prevent the need for such retrenchment in a given department by transferring faculty members first to another department in the same college, if possible, or to a department in another College provided, however, that said faculty member can be assigned courses which he is academically qualified to teach and provided that no tenured faculty member in the other department shall be displaced or terminated. Reassignments made under this provision shall follow the same priorities established in this Article in section B-4, C, D, and E. Tenured faculty being relocated shall be given preference over non-tenured faculty members.

3. Imminent Retrenchment Reassignment Not Under Financial Exigency

Should retrenchment become imminent because of substantial enrollment declines that are not occurring in the context of financial exigency, the University not only will follow the above steps leading to possible relocation of member(s) out, within the resources available, will provide reasonable expenses to cover the cost of retraining and will provide reasonable reassignment time to enable the individual to fill the needs he was previously incapable of providing. Retrained faculty members shall be retained in their new departments or positions only upon the demonstration of competent performance. In situations not involving financial exigency, first priority for relocation and retraining within the tenured faculty must go to persons, if any, who were transferred to a program under the preventative provisions of the previous paragraph (effort to avoid future retrenchment by reassignment).

4. Retrenchment Reassignment Under Financial Exigency

When financial exigency is involved, the President may in his descretion and upon request of the retrenched Unit member, authorize retention of such member where, with limited retraining, he would be able to perform in a vacant position.

C. Order of Retrenchment

If all reasonable efforts to find alternatives to retrenchment are exhausted and retrenchment is required as a last resort, the order of faculty retrenchment shall be as indicated below. It is understood that this order shall be absolute in any retrenchment situation, anything to the contrary notwithstanding.

1. The order of faculty retrenchment shall be as follows:

   (a) Part-time faculty.

   (b) Non-tenured full time faculty.

   (c) Tenured full time faculty.

2. The order of librarian retrenchment shall be as follows:

   (a) Part-time librarians.

   (b) Non-tenured full time librarians.

   (c) Tenured full time librarians.

D. Exclusive Criteria for Retrenchment Priorities

within the above order of retrenchment the Board of Trustees, on the recommendation of the President, acting on the advice of the Administrative Council (comprised of the President, who shall be the Chairman of the Council, the Vice President for Academic Affairs and Deans) shall determine the order of priorities in which Unit members are to be retrenched. Such order shall be based on a consideration of the following criteria in proper perspective:

1. Length of Service computed in terms of years of service at the University from date of initial appointment to full time of service in positions within (or which ultimately constituted) the faculty-librarian bargaining unit at the University of Lowell or its predecessor institutions. Subsequent authorized leaves of absence shall be counted where they advanced a relevant academic purpose.

2. Other considerations are:

   a. Teaching excellence (or in the case of librarians, professional excellence) and contribution to the instructional program.

   b. Research productivity and recognized professional achievement

   c. Service to the University and its community.

   It is understood that these considerations are normally (though not invariably) manifested by achievement of the Senior rank or, proportionately, by proximity to same.

E. Seniority

Within the categories specified in the foregoing paragraph C, taken in order, the most senior faculty or librarian members, as the case may be, shall be retained consistent with the provisions of Section D of this Article; provided, however, that a faculty member so retained is qualified in terms of training and/or experience to teach the remaining courses offered by the department.

F. Grievance Rights

Wherever there is application of the foregoing of paragraphs C, D, & E, above, any Unit member who is aggrieved by a notice of retrenchment which is not in accordance with the inverse order of seniority shall, upon request, be notified of the reasons for such order as it relates to his or her not being retained. The Unit member may challenge said reasons by filing a grievance under the procedures established under Article VIII of this Agreement, except that the evidence required to sustain said order of retrenchment shall be subject to the expression of academic judgment as set forth in the Article concerning grievance procedure.

G. Notification

The University will notify the Unit member affected as soon as practicable, recognizing that, when circumstances permit, the effective date of said notice will be at least one (1) year in advance. The parties further agree that where retrenchment involves financial exigency, it is understood that whenever possible in the case of tenured unit members, notification for retrenchment shall be one calandar year before the effective date of such retrenchment; that the University may retrench tenured unit members in situations involving financial exigency without providing such notice upon mutual agreement to make immediate, full tender of severance pay in the amount of 60% of the salary which would have been due the retrenched individual over the next twelve month period if the entire notice period is dispensed with, or a proportionate amount if some lesser amount of the notice period is dispensed with.

H. Recall List

If a tenured appointment is terminated on account of a demonstrable financial emergency, the released Unit member's position will not be filled by a replacement within a period of four years from the date of retrenchment, Provided, however, on or before June 10th of each calendar year subsequent to the date of retrenchment, the released Unit member shall give written notice by certified mail, return receipt requested, to the Vice President for Academic Affairs of his/her intention to be available on the recall list. Subject to the written notice as herein before provided, such Unit member shall remain on the recall list until (1) he or she has been offered reappointment to his or her former position, with equivalent tenure and the salary he or she would have received, except for merit adjustments, had he or she not been retrenched, and no loss of benefits, or (2) said faculty member no longer is covered by the provisions of this Article.

I. Other Rights

Nothing contained in this Article or in this Agreement shall supercede or abrogate the rights and preferences of Unit members as state employees, either as veterans or in any other respect that may be established under the administrative practices or General Laws of the Commonwealth of Massachusetts.

ARTICLE XIV

TERMINATION, DISMISSAL, & RESIGNATION POLICIES

A. Termination

Termination is defined as the non-renewal of contract of a non-tenured member of the faculty and professional library staff . Due notice of intention of the Board of Trustees to terminate must be proviced to faculty and professional library staff as follows:

1. Termination at the end of the first year of service: notice provided by March 1 of the first year of service;

2. Termination from the end of the first year of service through the end of the second year of service: notice provided by December 15 of the second year of service (where initial appointment was for a two (2) year period, notice by September 15 of the second year); and

3. Termination subsequent to the end of the second year of service: notice provided by September 15 of the year of termination.

Non reappointment of non-tenured Unit members made at a time up to September 15 of their fourth full academic or professional year, as the case may be, shall be without the necessity of providing reasons in writing; nor shall the academic or professional judgment involved therein be subjected to Article VIII (Grievance). Subsequent to September 15 of the fourth full year and in any mandatory "up or out" tenure termination, notice of non-reappointment to non-tenured Unit members shall be subject to the exercising of academic judgment and the aforesaid Grievance Article and written reasons accordingly shall be provided. After the first year, the University shall secure the advisory opinion of the Department Personnel Committee or Library Personnel Committee, as the case may require, before termination.

B. Dismissal

Dismissal is defined as the discharging of a tenured or non-tenured faculty member or librarian for just cause prior to the expiration of his or her appointment and shall not be invoked except through due process.

1. Removal for Just Cause

Dismissal for just cause shall be for reasons stated in writing. The following occurrences shall constitute just cause, but shall not limit the foregoing.

a. Fraud or misrepresentation of professional preparation, accomplishments, or experience;

b. Conviction of a felony "malum in se" during the period of University employment or the willful concealment of such conviction of felony in making application for employment; and

c. Dereliction or incompetency in the performance of duties, which dereliction or incompetency must be directly or substantially related to the fitness of the faculty member or librarian in his or her capacity.

2. Due Process for Dismissal Hearings

Removal of a tenured or non-tenured faculty member or librarian shall be subject to the following procedures.

a. Charges relating to dismissal must be filed with the President and may be filed only by Chairpersons or Deans to whom the individual is responsible, except that charges also may be made by the President. Such charges shall be filed only after a Departmental inquiry by the Department Personnel Committee. (See Evaluation Article)

b. Prior to the filing of charges, the faculty or library member, as the case may be, must be apprized by the complainant of the charges to be filed and shall be afforded an opportunity to rebut such charges in writing and to forward such rebuttal to a Committee in Inquiry.

c. A Committee of Inquiry (hereafter defined) may be convened by the President to review the written complaint and rebuttal, if any, and to question both parties and such other knowledgeable individuals as it may deem desirable or necessary. Upon conclusion of its inquiry, the Committee shall advise the President in writing that it has or has not found grounds to support the President's charges. The finding of the Committee is not binding upon the President, who may dismiss all charges or who may file a formal complaint against the individual with the Board of Trustees.

(1) The Committee of Inquiry shall consist of seven (7) voting members. Two members shall be faculty or librarians appointed by the President, and one an academic administrator appointed by the President, and three shall be faculty or librarians appointed by the Executive Director. of the MSP. The Committee

shall select another faculty member, librarian, or academic administrator who shall be its presiding officer. The Committee may request an appropriate person who shall advise and counsel it on procedural matters and legal standards. With the consent of the President of the University, the individual advising the Committee shall be provided by the Massachusetts Teachers Association but such person shall be distinct from any MTA personnel who may be advising the individual who is the object of the hearing. (And where the individual, the MSP or the University believes it would be appropriate, the University Affirmative Action Officer shall be an ex officio, non-voting member of the Committee.)

(2) After convocation of the Committee by the President, the presiding officer shall secure a copy of the written charges from the President and a copy of the written rebuttal from the defendant, if any, shall interview both parties of the dispute, and shall on the basis of such interviews request other knowledgeable parties to provide evidence. The President may designate an appropriate representative to assist in developing the University's case, but the committee alone shall determine the order of proof, conduct the questioning of witnesses, and secure the presentation of evidence important to the case.

The faculty member shall have the option of assistance of counsel and/or academic advisor. The committee may require the production of documents and the attendance of persons who have already involved themselves in the situation. All witnesses who testify orally may be cross-examined. The faculty member has the right to confront all adverse witnesses. Outside statements by named individuals can be taken and used only when made necessary by unusual and urgent circumstances and only when coupled with reasonable protections designed to maximize fairness. The proceedings shall be tape recorded: this tape coupled with a compilation of documentary evidence shall be the official record of the hearing. (In addition, either party may request and

underwrite the cost of, a stenographic record.) A copy of the official record shall be made available to the parties or to further hearing bodies, if any, at no or minimal cost. Proceedings shall be formal but the following of formal court rules shall not be required. The burden of proof by clear preponderance of the evidence is on the President. The Committee shall make explicit findings as to each ground of removal. Publicity shall be avoided until final disposition. All parties and the MSP shall be notified of the decision in writing.

(3) Individuals not already involved may be asked to come before the Committee of Inquiry but they may not be required to testify before the Committee of Inquiry and may not be required to provide evidence which may be self-incriminatory.

d. Following the decision of the President to file a complaint against an individual with the Board of Trustees and prior to filing such a complaint, he shall so notify the individual And forward to the Board the report of the faculty committee of inquiry.

e. Upon receipt of complaint filed by the President, the Board of Trustees shall convene a Committee of its members to investigate all charges. On written request of the individual, such Board Committee will grant the individual charged a full hearing and will provide such individual charged with at least thirty days notice of such hearing. The individual charged may be represented by counsel and a transcript of the proceedings of all hearings will be made available to the individual upon written request. The hearing shall be held in conformance with the State Administrative Procedure Act (CHAPTER 30A) and full due process rights shall be accorded. If the board committee disagrees with the committee of inquiry, it shall return the matter to the committee of inquiry with its stated objections. The committee of inquiry shall take these into account, and consider new evidence if it deems it necessary, and then issue another report.

f. The recommendations of both committees shall be forwarded to the Full Board for final disposition. The individual and counsel may be present for such final deliberations of the Board, and a transcript of the proceeding of such deliberations will be made available to the individual upon written request.

g. If the Board of Trustees votes to terminate employment for just cause, within 14 days of such notification, the individual shall have the right to make a written appeal to the Chancellor of the Board of Regents of Higher Education for a review of the case. Such appeal shall set forth a statement of the reasons why the member believes that the vote to terminate was made without just cause. A copy of such written appeal shall be provided to the Executive Director of the MSP and the President of the University. The Chancellor may, within 30 calendar days of the receipt of such appeal overturn the vote of the Trustees upon a finding that such vote to terminate was made without just cause. The Chancellor shall do so by notice in writing to the Unit Member which shall set forth his findings fully and completely; copies of same shall be sent to the Executive Director of the MSP and the President of the University.

h. Within 40 academic year work days from receipt of the decision of the Chancellor, the individual shall have the right to initiate an arbitration of said decision under Section E, Article VIII of this Agreement.

3. Suspension from Professional Duties

Following the filing of charges against a member of the faculty or library staff, as the case may be, the President may suspend such individual from his or her professional duties with pay and without prejudice pending completion of the due process procedures, or he may reassign such individual to other duties pending completion of due process.

C. Resignations

A faculty member or librarian who wishes to resign his or her University appointment shall give notice thirty (30) days after receiving notice of appointment for the succeeding academic year or by May 15th, whichever is later. The faculty member or librarian may request a waiver of this requirement of notice in the case of hardship. In such cases, the University reserves the right to require written substantiation of an alleged hardship and reserves to itself all contractual rights when in the view of the Board of Trustees such hardship is insufficient or unsubstantiated.

ARTICLE XV

ACADEMIC FREEDOM AND RESPONSIBILITY

A. Academic Freedom

The Board and the MSP endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in institutions of higher education, such as the 1940 AAUP Statement on Academic Freedom which includes the following statement:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good, depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom carries with it duties correlative with rights.

The teacher is entitled to full freedom in research and in the publication of the results of his research, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon understanding with authorities of the Institution.

The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. The teacher is a citizen, a member of a learned profession and a member of the faculty of an educational institution. When he speaks or writes as a citizen, he shall be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a learned person and a member of the faculty he should remember that the public may judge his profession and his Institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and make every effort to indicate that he is not an institutional spokesman, except in circumstances where he is expressly so designated by the Trustees or by the President."

B. Faculty and Librarian Rights

Unit members shall not be disciplined, discharged or deprived of any benefit for exercising their rights to academic freedom, or for exercising their rights protected under the First and Fourteenth Amendments of the United States Constitution or the parallel provisions of the Massachusetts Constitution, or for exercising their rights to full and broad discussion of all subjects covered by or pertaining to this agreement.

ARTICLE XVI

WORKLOAD

A. Faculty Service Requirements: General Provisions

1. Academic Year

The Academic Year shall comprise the weeks between the period bounded by September 1 and May 31 when classes and final examinations are scheduled. Its specific delineation shall be made on an academic calendar prepared in a manner and reflecting a general overall configuration that accords with established practice. The normal work week shall be Monday through Friday during which time faculty shall fulfill their responsibilities to the University consistent with the provisions of this Agreement. Faculty may teach or give final exams as part of their regular workload outside normal established working days and hours only with the explicit agreement of the MSP. The MSP recognizes the need to preserve the academic flexibility and viability of programs. Accordingly, such agreement shall not be withheld unreasonably and when such administrative request is made in writing with reasons provided, written reasons for such denial shall be provided by the MSP to the University Administration.

2. Full-time Obligation of Faculty Members.

Appointment on a full-time basis obligates the faculty member to render full-time services to the University throughout the official academic year. Accordingly, faculty members shall not hold other full-time employment during the official academic year.

3. Management Prerogatives

a. Non-Academic Year Activities

It is understood that nothing in the above shall prevent the University from scheduling meetings, commencement ceremonies, registrations, or other academic events at other times--including the one-week period prior to each semester. It is further agreed that faculty may have a moral obligation reflected in traditional concepts of academic professionalism to attend or participate in most of such events or activities, and the MSP agrees to cooperate in encouraging such participation.

b. Permissible Extra Compensation

Except where specifically prohibited or regulated elsewhere in this Agreement, it shall be permissible for the University to contract with individual faculty to perform specific work activity outside the instructional period which is provided for by the academic calendar or normal day and hour parameters and to pay supplementary compensation and/or mileage for such activity.

4. Continuing Education and Additional Courses

Resident unit faculty members are entitled to teach one course per semester during the academic year in Continuing Education programs without restriction as to notice to or requirement of special approval by the Department Chair. Teaching of such courses at the University of Lowell is subject to the needs of University Continuing Education programs, the best interests of the University, and the qualifications of the individual faculty member; but within these considerations, resident unit faculty members shall receive staffing preference over non-resident instructional personnel in making teaching assignments for University Continuing Education courses for which they are qualified.

Resident faculty members also may be permitted to teach a third course in Continuing Education at the University of Lowell in a given academic year, subject to the approval of their Department Chairperson with notice to the College Dean. Furthermore, resident faculty members may be permited to teach a fourth course, subject to the approval of the Dean of the College and the Vice President for Academic Affairs. No faculty member shall teach more than two such Continuing Education courses per semester.

5. Teaching by Non-Unit Members

With the consent of the relevant Department and College Dean (and absent any bargaining unit retrenchment situation), a qualified member of the Administrative and/or professional staff employed by the University shall be permited to teach no more than one course per semester during the academic year. [Up to four non-unit laboratory technicians in the College of Health Professions may perform certain instructional activities in accordance with established practice.]

B. Faculty Rights and Privileges

1. Assigned and Self-Directed Work

During the academic year, a faculty member's responsibilities shall consist of both institutionally assigned activities and self-directed professional work. The former shall be conducted at times and places as may be required by the University (CF. A.1. above) and includes classroom teaching, office hours, advising and other matters that may be required by the University under established practice in some colleges. The latter includes matters such as class preparation, keeping current with one's academic discipline, scholarly research and related activity, community service connected with one's professional area, and consulting.

2. Self-Directed Work Off-Campus

Subject to overriding institutional needs, every faculty member shall be provided an opportunity for off-campus self-directed professional activity at least one day each week. (Where this self-directed professional activity is conducted for remuneration, it is subject to the provisions of 3. below.) The invocation of overriding institutional needs may not be unreasonable, and written reasons for such invocation must be provided to the faculty member affected and to the NSP in each instance. The University shall, to the extent compatible with its other obligations and objectives, permit scheduling of faculty assignments so as to maximize meaningful opportunities for self-directed activity.

3. Consulting and Funded Research

University facilities may be utilized by faculty to engage in consulting and funded research and publication activities when these activities are conducted for professional purposes which accrue to the benefit of the University. Faculty members may not utilize university facilities for the purpose of conducting other than university related business.

Subject to the approval of his or her college dean, a faculty member may spend an average of one day per week during periods when classes are in session in on or off campus professional activity involving professional consulting, funded research or the like. Such approval shall not be unreasonably withheld. (It is understood that this entitlement and the entitlement mentioned in B,2 above are not cumulative).

C. Faculty Responsibilities

1. Academic Commitments

It is recognized by the Parties that faculty members have an obligation to meet classroom commitments on time and in assigned locations* to assume committee assignments, to attend required meetings of an academic nature at the departmental, college, and university levels, to engage in scholarship, and to know and to follow such rules and regulations as are, from time to time, promulgated to the faculty by the Board of Trustees in accordance with academic governance procedures that do not involve consequential changes in the terms and conditions of faculty employment. Faculty, including Department Chairs, may be required to perform work related to their primary academic function but may not be required to perform professionally inappropriate out-of-unit work as reasonably understood.

2. Student Advising and Office Hours:

It is acknowledged that faculty members have a duty to advise students concerning their academic programs and to be available to students enrolled in their courses at times other than scheduled class meetings. Faculty members shall maintain three office hours per week on at least two different days during periods in which classes are scheduled and maintain a minimum of five office hours per week on three days during periods of student advisement for course registration. The scheduling of office hours is to be made in consultation with the Department Chairperson, who shall ensure that University policies concerning student advisement are satisfied by proposed schedules. Approved schedules of office hours for each department member shall be published for the information of students, faculty, and administration. Additionally, the schedule of office hours for each faculty member shall be posted in such manner as may be easily observed by students.

*It is understood that at certain times classes and laboratories may be held at locations other than those assigned in order to make use of various desirable facilities in a manner consistent with established practice.

It is understood that after consultation with affected Chairpersons, the College Dean in a timely way may assign a Department a supplementary obligation for advising non-majors when such assignments are reasonable, academically sound,and advance equity among unit members. When a Chair does not implement such advising assignments within a reasonable period of time, the College Dean may make such assignments in a reasonable manner.

During the academic year, members of the faculty may be required to provide limited departmental back-up for the registration activities of the Registrar, other registration officers, and Assistant Deans, for no more than three days per semester, but only in connection with registration advising and academic decision-making. When such activities are necessary, individual faculty assignments shall be made by the Department Chair in a fair and equitable manner.

The Associate Vice President for Academic Affairs shall oversee and coordinate the administration of all registration activity impacting upon the faculty and shall ensure full compliance with contractual requirements. He/she shall ensure that parking spaces supplemental to those normally reserved for faculty and staff are reserved for faculty coming to a registration from the other campus and shall provide effective notice to such faculty of the location of these spaces.

The provisions of this section which change prior practice go into effect at the beginning of the 1984-85 academic year.

3. Registration

After consultation with Department Chairs, College Deans or their designees, registration officers may contract with willing college faculty to provide back up for registration activities outside the official academic year. For up to three days during the month of June, and up to two days during the week immediately prior to the start of each semester (fall and spring), for five hours between 9 A.M. and 5 P.M., Department Chairs can be required to so contract, or in their discretion, to require a member of their department to so contract at a rate of no less than $100 a day such rate to be increased to no less than $125 on June 1,1986; provided that, a memorandum giving explicit notice of the dates of such June activity and late summer activity shall be given to Chairs on or about the previous April 1 and notice of the dates for January activity shall be sent to individual Chairs on or about the previous November 1; and provided further that the designation of unit members by Department Chairs in such instances in any given year

shall work no unusual burdens. The provisions of this section go into effect at the end of the 1983-84 academic year.

Upon receipt of memoranda concerning dates for registration, Chairs with reasonable promptness shall notify the College Dean or other designated registration officer of the names of faculty members who shall perform the contracted work in question.

D. Course Assignments and Course Schedules: General Provisions

1. Schedules and Workloads

The courses of the University shall be scheduled Monday through Friday, except that the University's final examinations may be scheduled Monday through Saturday. Workloads for faculty members shall be assigned each semester at the department level by the Department Chairperson acting in consultation with appropriate members and committees of the department and shall be subject to the approval of the College Dean. Faculty assignments made at the department level, course enrollment maximums, and other customary related departmental scheduling actions shall not be altered by any University official except the College Dean or, in unusual cases, the Vice President for Academic Affairs, and then only for good reasons given in writing to the Chairperson.

Course assignments and course schedules shall be determined within the department, with due consideration of the following in reasonable perspective: seniority (most particularly in specialty courses), qualification, skill and ability of instructional personnel, equity, hardship, and the overall academic needs of the Department.

Faculty workloads shall be assigned in a manner compatible with the established overall scheduling matrix for the University and for the college and program involved, and no significant or consequential change in that scheduling matrix may be made without prior consultation with the MSP. It is understood that the University may make normal and appropriate changes in physical conditions or technical and administrative processes but that such changes may not subvert the established overall scheduling matrix, or other arrangements secured by this Agreement. Scheduling deadlines established by the Registrar for Departments, and their associated procedures, may not be changed consequentially without prior consultation with the MSP.

Faculty assignments will not be altered without individual faculty consent after 6 weeks before the start of the next semester except for reasons that justify the major disturbance of the faculty member's preparation efforts. Assignment shall not be altered after 3 weeks before the start of the semester except in case of unforseeable and demonstrable emergency.

2. Freshman Composition Courses

The University recognizes that the teaching of freshman composition courses (42-101 and 42-102) constitutes a special University responsiblity and agrees to continue to provide sufficient "03" funds each semester to staff a number of such sections. The minimum number henceforth to be provided shall be calculated by dividing the number of students registered for the course (42-101 or 42-102) by 25 and subtracting a number equal to two times the number of full time faculty members in the English Department (exclusive of the Department Chairperson).

The distribution of these funds shall be made in such a manner that no member of the English Department shall be compelled to teach more than three sections of freshman composition in any one semester.

The semester enrollment of freshman composition sections shall not exceed 25 students on the average.

3. Graduate Teaching Assistants, Graduate Research Assistants and Student Assistants

The University recognizes that enrollment patterns have and will likely continue to undergo substantial changes. In order to help offset the unevenness that these shifts have caused and could continue to cause in the workload distribution among Colleges, the University agrees to continue to review the distribution of Teaching Assistants and Student Assistants among the Colleges and to redistribute and/or increase the number of Teaching Assistants and/or Student Assistants within resources available for this purpose. Specific attention will be paid to increasing the number of Teaching Assistantships assigned to a College which has experienced, or is projected to experience, a substantial increase in FTE students enrolled in College courses, especially College laboratory courses.

Graduate Teaching Assistants and Graduate Research Assistants are provided University grants primarily in recognition of scholarship achievement and are assigned to faculty members to assist in research, instruction, and other professional duties. Within the availability of appropriations for this purpose, the University shall make every reasonable effort to assign Graduate Teaching

Assistants to regular faculty members within the College in which the graduate student is enrolled.

The allocation of Graduate and Undergraduate Student Assistants within a department will be determined by the Department Chairperson in consultation with all faculty members who express a need for Assistants. The allocation of graduate and undergraduate student assistants among departments within a college will be determined by the College Dean in consultation with the Department Chairpersons after the needs of each department have been evaluated. Allocation of Graduate Assistant positions among colleges shall be made by the Vice President for Academic Affairs, after consultation with the College Deans and with Dean of the Graduate School, with priority given to those colleges and departments demonstrating the greatest ongoing need for such assistance in order to carry out their academic programs. Such Graduate Assistants shall be limited to those departments which have graduate programs.

Undergraduate Assistant positions shall be assigned on the same basis as Graduate Assistant positions, except that there shall be flexibility in assigning undergraduates to faculty members in departments other than that of the student's major when mutually agreeable to the faculty member and student involved.

It is understood that Undergraduate Student Assistants may not be utilized to teach or to make evaluative judgments about student course work; and it is further understood that they may perform clerical tasks, filing and errands in connection with examinations, grade records, and other sensitive material only under close supervision and on the personal responsibility of the supervising faculty member, and that in no case may such students deal with such material that effects them personally.

Subject to permissive legislation for tuition retention and to authorization by the Board of Trustees and the Board of Regents of appropriate spending plans, the University agrees to make available to each college separate funding line to permit the hiring of graduate and undergraduate student assistants for clerical, errand, and other suitable miscellaneous purposes related to teaching, research and office assistance, etc., such funding to be distributed to the colleges in a ratio of at least one assistant for every twenty faculty each semester. This funding shall be supplemental to work study funding or to regular 03 instructional funding which also may be used for the purpose of hiring student assistants.

E. Teaching Load For Full-Time Faculty

It is recognized by the Parties that the desirable teaching load for the full-time faculty of the University as a whole is commensurate with a 15 to 1 ratio of full-time equivalent students to a full-time equivalent faculty, and that as the University achieves increasing numbers of Graduate programs and other programs requiring more advanced and/or intensive teaching, the parties will seek conditions that permit a lower ration in the next contract.

1. Definition of "Full-Time, Equivalent Student" Enrollment

The full-time equivalent student enrollment is defined as the sum of all undergraduate credits earned per academic year and divided by 30, plus the sum of all graduate credits earned per academic year and divided by 24.

2. Definition of "Full-Time Equivalent Faculty"

In any college, the number of full-time equivalent faculty is defined as the sum of all full-time faculty positions in the percentages which such positions are allocated to that college, including department chairpersons, plus the sum of all full-time equivalent undergraduate and graduate students receiving instruction from part-time faculty per academic year, and divided by the appropriate college ratio.

3. Instructional Differentials

In determining the ratio of full-time equivalent students to faculty for each of the colleges of the University, the parties acknowledge the necessity for establishing basic instructional differentials and for providing faculty research opportunities. Accordingly, the following basic instructional differentials among disciplinary areas are acknowledged.

a. Usually low ratios of students to instructors in hospital supervision of nursing students, on-site supervision of student teacher and medical technicians, instruction in applied music, and laboratory instruction involving complex and hazardous equipment;

b. The mix of lecture courses and laboratory or studio instruction;

c. The mix of small and large classes; and

d. The mix of graduate and undergraduate instruction.

4. Institutional Research and Reduced Teaching Load

a. In General

The Parties acknowledge that institutional research is an essential part of faculty development and is necessary for the long-term viability of the University. A reduced teaching load can substantially enhance the institutional research productivity of an individual faculty member. Each of the colleges of the University should have an equitable opportunity for providing reduced teaching load to the faculty for the purpose of enhancing and improving their institutional research productivity.

As a rule, where student credit hours generated in a program permit, faculty pursuing research shall receive a basic teaching load under this Agreement of not more than 18 credit hours per year and commensurate student credit hours, and this amount of credit hours and/or student credit hours shall be less than that which shall be assigned to faculty not pursuing research.

Reduced loads under this or other contractual provisions dealing with reduced loads must be real and must result in such faculty teaching fewer courses with proportionately fewer student credit hours. In all such cases, departments may select the courses to be eliminated with regard to the overall needs and best interests of the program(s).

b. Additional Reduced Research Loads

Faculty may achieve additional reduced research loads below the level set forth above in the following ways:

(1) Departments

Departments may grant additional reduced teaching loads for research through fair, reasonable, academically sound internal allocation of instructional obligations. Departments also may reduce numbers of course assignments in exchange for teaching larger numbers of students, may adjust numbers and kinds of course preparations or may make other creative, equitable and academically sound workload adjustments within the terms of this Agreement.

(2) Colleges

Colleges may grant additional reduced teaching loads for research by "subsidizing" the reduction or otherwise adjusting a Department's instructional obligations. [In recognition of the priority which the University has placed upon the development of quality graduate programs, colleges are encouraged to grant reduced course loads for those research faculty whose extensive research activity is combined with active involvement in developing new doctoral programs, in preparing new courses for such programs, or in directing large numbers of doctoral students.]

(3) University

(a) University Professors

In accordance with established processes (cf. below), the University shall name several University Professors. Such individuals shall receive special research reductions of 3 credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college, either by providing funds for a Visiting Lecturer or by reducing by the appropriate fraction of a position the number of full time equivalent faculty charged to the College in Workload calculations.

Appointments of University Professors shall be for a period of three (3) years. Such appointments may be renewed. In addition to the three appointments for Unit members provided herein, the University may appoint additional University Professors among newly hired faculty members at the time of hire only. Such new faculty members shall be hired through the normal process at one of the academic ranks. The total number of University Professors (existing Unit members plus new hires) shall not normally exceed 3 at any one time.

Unit members will be considered for appointment to an existing vacancy as University Professor if they apply to the Council of Deans by 1 June of the year during which such vacancy occurs. The application is to consist of (1) a complete resume giving a clear list of all past experiences and accomplishments, (2) letters of support from individuals outside of the University familiar

with the candidate's accomplishments, and (3) any other supporting documents that the Unit member wishes the Committee to review.

In the case of a new hire, he or she will be considered for appointment by the Council of Deans if recommended for consideration by the Dean of the College to which the individual is simultaneously being appointed to a normal faculty position.

The Council of Deans shall make its recommendations to the President by 1 July of each year in the case of exsiting faculty members. These recommendations shall be made available simultaneously to all Unit members through their Dean's Office.

(b) University Scholars

The Vice President for Academic Affairs, after consultation with college deans and the dean of the graduate school, may award three reduced loads each semester to faculty pursuing significant individual research projects, supervising highly productive doctoral research, or engaged in other research related activity of importance to the University.

Such individuals shall receive special research reductions of 3 credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college, either by providing funds for a Visiting Lecturer or by reducing by the appropriate fraction of a position the number of full time equivalent faculty charged to the College in Workload calculations.

F. College Teaching Loads

1. College Ratios

In order to account for the instructional differentials which exist among the disciplinary areas and to provide equitable opportunities for institutional research in all colleges, it is recognized that the teaching load in each college is commensurate with the following unit ratios of full-time equivalent students to full-time equivalent faculty.

College	Unit Ratios*
Education	16/1
Engineering	13/1
Health Professions	12/1
Liberal Arts	17/1
Management Science	16/1
Music	13/1
Pure & Applied Sciences	14/1
University Ratio	15/1

It is also recognized that in the College of Health Professions the following program ratios are professionally desirable and, within the established college ratio, shall be implemented:

Clinical Laboratory Science	14/1
Health	16/1
Nursing	8/1
Physical Therapy	14/1

2. Ratio Over-ride

Because of yearly fluctuations in enrollments, the number of full-time faculty, and the funds available for part-time faculty, the unit college ratios may be exceeded in a given year. In each academic year, the ratio for any college may be exceeded as follows: 1983-1984, by 15%; 1984-1985, by 14%; 1985-1986, by 13%. When a ratio must be exceeded, priority for the assignment of available teaching resources will be given to those colleges which most exceed the unit ratio of full-time equivalent students to full-time equivalent faculty; in Colleges with significant graduate programs, priority for the assignment of available teaching resources shall be given to those that are fulfilling or exceeding the graduate programmatic premises upon which their ratios are based.

It is further agreed that during the life of this Contact, to the maximum degree feasible, the teaching burden upon full time bargaining unit faculty as a whole within each college shall not exceed the specified college Ratio with the burden of the override, if any, being born by non-unit faculty.

Calculation of enrollment estimates on which ratios and ratio overrides will be implemented shall be based on students entering classes at the beginning of each semester minus enrollment estimates which reflect the annual University course withdrawal rate. Under no circumstances may the University ratio of students to faculty in any given academic year exceed the college ratio plus 15%.

No later than 45 calendar days into each fall and spring semester the Office of the Vice President for Academic Affairs shall inform the NSP Executive Director of current student enrollment, faculty resources, and the prevailing instructional ratios for each college.

3. College of Management

It is jointly agreed that for the life of this Contract, in pursuit of the objective of strengthening the University and its graduate programs,the College of Management and its Dean may undertake to execute mutually agreed upon arrangements with individual bargaining unit faculty to teach outside of regular, established hour and day limits as part of their basic University teaching obligation and workload. As part of the above, it is permissible for the College to define new positions in such fashion that they include assigned evening MBA work as part of their basic workload. Where such arrangement is made for particular new positions and accepted by the individuals hired for them, specific reference to same shall appear in their personal contracts of employment.

4. Colleges of Education, Engineering, and Music

It is jointly agreed for the life of this Contract that in the College of Education, the College of Engineering and the College of Music, the Dean of the College and individual bargaining unit faculty may enter into mutually agreeable, voluntary arrangments to teach outside of regular, established hour and day limits as part of basic University teaching obligations and workloads.

G. Individual Teaching Loads: Parameters set by this Agreement

1. Assignment

Assignment for individual teaching loads shall be made by the Department Chairperson in consultation with members of the Department and appropriate faculty committees and subject to the approval of the College Dean.

a. College Awarded Reduced Teaching Loads#

College reductions below below 18 credit hours per year of individual teaching loads are recommended to the College Dean in accordance with the procedures agreed upon in the College's Workload Implementation Guidelines, if any, or if there are none, by 1) a departmental committee composed of at least three elected members and (2) a college committee composed of an elected representative from each department of the college offering an academic or professional major. A faculty member seeking such reduced teaching load for a semester or year must submit a written proposal in justification of such request to departmental and college committees. Upon committee approval of a request for a reduced teaching load, the College Dean will review the recommended teaching reduction and may, for stated reasons, alter the recommended assignments after consultation with the appropriate Department Chairperson. The recommendations and final approval by the Dean shall be completed before the scheduling process is final for the semester in question.

It is understood that physical education faculty who have coaching duties, and other faculty with assigned part time non-unit duties either shall be paid for such extra duties or shall be carried as a fractional teaching position on college and department rolls with assigned teaching duties reduced proportionately. Where such extra work is assigned and the faculty member believes the adjustment in teaching load to be inadequate, he/she may utilize the workload grievance provisions of this Article.

b. Teaching Load Guidelines

Individual teaching loads, except for those of Department Chairpersons, coordinators, or others receiving administrative duty reductions as specified in Article XVII must fall on or between the specified minimum and maximum of levels noted below. In making assignments for teaching loads, the Departmental and college Committees (when applicable), the Department Chairperson, and the College Dean shall comply with the provisions of this agreement and either established collegially formulated guidelines or the guidelines negotiated by the Dean and the unit team through the vehicle of the College Workload Implementation Committee (as provided for in this Article below), if any, for distribution of responsibilities to departments, internal allocation of college 03 funds, and the pattern of distribution of workloads for full-time college faculty.

In the process of assigning individual workloads, the Departmental and College Committees (when applicable), the Department Chairperson, and the College Dean will consider the nature of the sections to be taught; the size of the sections; the number of course preparations; the consequences, if any, of unusually advanced or difficult teaching duties; other assigned duties of the faculty member; the academic role of the individual department and the institutional research plans of the individual faculty member. Moreover, whenever possible (subject to available resources of college "03" funds and full time college positions), a basic teaching load pursuant to the terms of this Agreement of not more than 18 credit hours per year should be granted to all faculty members who are engaged in active research or publication.

2. Minimum Teaching Load

The teaching load assignment for each individual faculty member will consist of an average of at least six contact hours per semester (exclusive of thesis supervision) and at least 200 student credit hours averaged over the academic year, or direction of graduate thesis or equivalent combination* during each semester. In special

*Each student thesis on a master's level shall have an equivalent weight of 20 student credit hours. Each student thesis on a doctoral level shall have an equivalent weight of 40 student credit hours. This equivalency is for the purpose of computing the minimum teaching load only.

cases of substantial productive doctoral thesis supervision, the Vice President for Academic Affairs may, in his discretion and after consultation with the Dean of the Graduate School, accept such thesis supervision in partial fulfillment of minimum contact hour requirements.

3. Maximum Teaching Load

An individual faculty member will not be required to teach more than twelve (12) contact hours per semester unless the first twelve (12) contact hours assigned to the faculty member generate less than the minimum required 200 student credit hours for the academic year, in which case additional contact hours will be assigned until one of the following two limits is achieved:

a. Two hundred (200) student credit hours per academic year or

b. Twenty (20) contact hours per semester.

Except as provided immediately above and except for instructors who may be assigned a basic 24 credit hour load, no faculty member shall be assigned a teaching load that exceeds twenty-one (21) credit hours or twenty-four (24) contact hours per academic year and, whenever possible, the basic teaching load for faculty engaged in active research and publication shall not exceed 18 credit hours. The Vice President for Academic Affairs may properly authorize minor variations in the maximum contact hours for Nursing faculty engaged in direct clinical supervision off-campus.

4. Teaching Loads Between Minimum and Maximum

Individual teaching loads may vary between the minimum and maximum levels as identified above. The individual loads shall be assigned by implementing the supplemental guidelines developed by the College, either through established collegial processes or by the College Workload Implementation Committee as provided for in this Article immediately below..

5. College Workload Implementation Discussions:
"Mini-Bargaining" for Supplemental Workload Guidelines

The University wide bargaining teams, having established broad parameters for faculty workload, hereby provide that as to properly bargainable workload matters within and consistent with those parameters, in any college where either the Dean or the MSP so wish as frequently as once each academic year, the Dean on behalf of the University administration and a group of Unit members on behalf of

the MSP shall meet as the "College Workload Implementation Committee" for the purpose of negotiating and establishing supplemental College Workload Guidelines in accordance with the procedures and restrictions that follow, which negotiated guidelines shall have Contractual force."

a. Membership of Committee

Each College Workload Implementation Committee shall consist of the College Dean (and if the Dean so desires, the Assistant Dean,where applicable) as an "administration team" and a "Unit team" described below.. In the colleges of Engineering, Liberal Arts, and Pure and Applied Science, the Unit team shall be nine (9) members; in all other Colleges, except Education, the team shall be five (5) members. In the College of Education, the Unit team shall be three (3) members.

The Unit team in the college shall be appointed by the MSP university bargaining team provided however, that the membership of the Unit team shall include all Department Chairs in the College. In the College of Education, the Chairperson of the Education faculty shall be one of the three Unit members on the Unit team.

b. Duties of Committee

The Committee shall meet for the purpose of determining general guidelines for two tasks, namely: (1) the approximate distribution of departmental responsibilities and of the total "03 funds tentatively allocated to each college by the Vice President for Academic Affairs for the coming academic year and (2) the approximate pattern or distribution of individual workloads (not specific, individual assignments).

c. College Workload Guidelines

The Committee shall formulate the required two sets of guidelines in such a way that the College can properly staff all courses (those required to service the demands of majors within the College as well as all other University students, undergraduate and graduate,) within the number of full- time positions and "03" funds allocated to the College by the Vice President for Academic Affairs. This allocation shall be within the various provisions for the individual college ratio limits established elsewhere in the Article.

In developing the required two sets of guidelines, each Workload Implementation Committee Team shall consider:

(1) The amount of the total college workload that will have to be carried by each department in the College;

(2) The approximate pattern or distribution of workloads including criteria and processes for allocating reduced workloads of all sorts, including the number of research or administrative duty reductions, except where otherwise controlled by this Agreement;

(3) Reasons and priorities (in terms of intended overall college purposes, not by individuals) for loads less than 21 credit hours per academic year;

(4) The distribution of class sizes within the colleges taking into account the possible need for small as well as large classes* and the soundness of the academic impact of the proposed distribution; and

(5) Other workload matters that may be appropriate for resolution at the college level.

d. Development of Guidelines

Whenever it is available, upon request, the Academic Vice President shall send to each college Workload Implementation Committee the following information:

(1) A best estimate of the FTE's that the College will have to serve in the coming academic year;

(2) A best estimate of the amount of "03" instructional funds that will be allocated to each college for the coming year;

#The test for such reductions provided for research or for the activities of Chairs, Coordinators, etc. is that the work involved in the activity for which the reduction is granted must be demonstrably proportionate to the reduction.

*Should a College Implementation Committee believe that a physical change in classroom arrangement(s) could be of significant help they may and should request that the Academic Vice President consider the needed changes for a future date.

(3) The number of people who will be on leave (sabbatical or other) or on split time for the coming year, and the number of temporary full-time faculty who can be hired to replace such Unit members; and

(4) The number of authorized "01" full-time faculty positions (as accurately as can be stated on 1 April) that will be assigned to each department for the coming academic year.

(5) A reminder of any pertinent matters relating to accreditation, advanced graduate or other new program development, or other academic matters relevant to the Committee's deliberations.

If after a reasonable period of time the two team components of the Implementation Committee cannot reach agreement, each side shall submit its "Last Best Proposal" to the Academic Vice President who, within one month, shall make final one of the two sets of proposed guidelines. Except as hereafter provided, the decision by the Academic Vice President shall be final and shall not be subject to the grievance procedure of Article VIII of this Agreement.

No individual may file a grievance relative to the two sets of guidelines. However, the Executive Director of the MSP may file a grievance on behalf of a department or college when the final guidelines rendered by the Academic Vice President constitute what the MSP believes to be an unacceptably dramatic departure from the previous pattern of distribution of departmental obligations or of "03" funds allocated to departments or to the college, or the pattern of distribution of workloads assigned within a given college to full time members. Such a grievance shall be resolved by one of the two procedures specified below and shall proceed no further:

i. Return the guidelines to the University-wide bargaining table with the University and MSP Bargaining Teams;

ii. Return the guidelines to an arbitration team especially constituted for this purpose, the membership of which is mutually agreed upon by the MSP Executive Director and the Academic Vice President.

The use of either of these alternative procedures shall not delay the implementation of the Academic Vice-President's set of guidelines in the interim if that implementation is necessary, in his opinion, to make workload assignments in time to assure the start of classes in the next semester.

No guidelines are valid with contractual force until a copy is provided to the MSP Executive Director, the MSP Chairperson, the Associate Vice President for Academic Affairs, and , if he is not otherwise involved as set forth above, the Vice President for Academic Affairs.

6. Workload Buyout

In order to provide additional opportunity at the University to pursue funded research and development activity, the Parties agree to allow Unit members to buy out time during the academic year. For the purpose of establishing the cost of this buyout provision, the "normal" workload is defined as nine (9) credit hours per semester. A faculty member may buy out one or more courses at a rate of (1/9) of his/her semi-annual salary for each credit reduction below 9. This calculation is to be applied each semester for which buyout is requested. The member's department will receive an allocation for one temporary Visiting Lecturer per course buyout at the current rate. However, if the total number of buyout courses exceeds 12 credits for the two semesters in an academic year, then the department shall receive authorization to hire a temporary full-time faculty member at a salary not to exceed the salary level of the member on buyout who has the lowest salary of all department members on buyout. This buyout provision applies only to individuals seeking additional time to pursue scholarly projects funded through the Univerity of Lowell. A person working under a buyout provision is exempt from the minimum contact hour and credit hour provisions of this Agreement.

To further promote research, in the case of small grants and for periods of one or two semesters in areas and situations where expectations of large grants are unreasonable, the Vice President for Academic Affairs may, with the positive recommendation of the Department and the College Dean, permit buyout of one course at the Visiting Lecturer rate.

Reduced loads granted faculty under this or other contractual provisions dealing with reduced loads must be real and must result in such faculty teaching fewer courses with proportionately fewer student credit hours.

But in all such cases, Departments may select the courses to be eliminated with regard to the overall needs and best interests of the program.

H. Librarian-Working Conditions

1. General Provisions

The provisions of this Article shall apply to all professional librarians assigned to O'Leary and Lydon Libraries and to any any branch library established in the future by the University.

2. Working Environment

a. Libraries

Libraries shall be well-lighted, maintained at reasonable temperatures, safe, sanitary and clean.

b. Office Space

Office space will be allocated by the Director of Libraries. Such office space shall be suitably equipped with a desk, chair, typewriter, and filing cabinet for each full-time librarian.

c. Secretarial Services

Each campus library shall have at least one full-time secretary.

3. Librarian Workload

The librarian workload shall encompass the following:

a. The nature and scope of professional duties performed;

b. The time period during which said duties are to be performed;

c. Activities undertaken in any or all of the following areas:

(1) Professional activities including positions of leadership in professional or scholarly associations;

(2) Research, publication and creative activities;

(3) Advanced graduate study; and

(4) Contributions to the University community.

4. Work Year

All librarians, of whatever rank, normally shall be employed to work a twelve (12) month year. Where feasible, librarians shall be permitted to elect to work a 9 month year at 9/12 (3/4) of salary and proportionate reduction in other benefits by application for such arrangement to the Director of Libraries.

5. Library Hours

The schedule of hours during which the University Libraries shall be open for use by the University community shall be established by the President or his designee after consultation with the Director of Libraries.

6. Workload

The workload of each librarian shall consist of such duties pertaining to the operation of the University Libraries as may from time to time be assigned by the Director of Libraries.

a. Individual Schedule

All librarians, of whatever rank, shall work in accordance with a schedule that shall be established by the Director of Libraries or his/her designee. In establishing said schedule, the Director of Libraries shall consider the professional expertise and scheduling preference of each librarian. Librarian schedules shall be as equitably determined as possible within the library with due consideration of the following in reasonable perspective: qualification, skill and ability of librarian personnel, equity, hardship, the overall needs of the Library, and seniority (most particularly in specialty areas).

b. Work Day

During the term of this Agreement, every Librarian shall be required to work 37-1/2 hours per week. No librarian shall be required to work more than seven and a half (7-1/2) hours per day, exclusive of periods taken for meals.

7. Research and Advanced Study

a. General Provisions

Professional research is recognized as essential to individual professional development and crucial to library growth. All professional librarians shall have equitable access to a reduced workload for the purpose of engaging in professional research.

The Parties recognize the value to the University derived from advanced graduate study by professional librarians. Equitable access to reduced workload for the purpose of advanced study shall be accorded to all professional librarians. Such a reduced workload shall be arranged each semester to permit uninterrupted pursuit of graduate study.

b. Request for Reduced Work Load

A professional librarian seeking a reduced workload shall submit a detailed plan for such, outlining the goals and objectives for which said reduction is being sought. Said request shall normally be submitted to the Director of Libraries at least one academic semester in advance of the effective date of the requested workload. The Diretor shall consult with the Vice President for Academic Affairs with regard to librarian requests and the decision of the Vice President shall be final.

c. Maximum Work-Force Reduction

No more than 10% of the librarian Unit members, or two librarians, whichever is greater, shall be provided a reduced workload at any one time. Additionally, no reduction shall exceed a total of five hours per week.

d. Librarian Reassignment

In order to provide additional opportunity for librarians to conduct research, to publish, and to pursue other scholarly and professional activities, the University agrees to allow the Director of Libraries to reassign individual librarians in the Unit to such activity for a period not to exceed two weeks, when classes and exams are not scheduled. These reassignments shall be made by the Director of Libraries only with the written approval of the Vice President for Academic Affairs or his/her designee and provided furthermore, that not more than 5% of the librarian Unit members or two librarians, whichever is greater, be on such reassignment at any one time. Approval for reassignments will not be granted if the reassignment would hamper the normal services provided by the library. It is understood that the reassigned duties will take place on campus or at a specified location(s) where appropriate material or equipment not on campus is available to the librarian.

8. The parties agree that present internal professional titles of librarians shall be codified. This action shall not impact upon the present or future rank of any librarian in the Unit. Any disagreements concerning the codification process shall not be subject to the grievance procedure of Article VIII but shall be resolved by the Vice President for Academic Affairs or his/her designee.

9. Should the Director of Libraries declare a professional librarian vacancy to exist, he/she will appoint a Committee to review candidates and to make recommendations in accordance with announced procedures. The Director will then make his/her recommendation to the Vice President for Academic Affairs or his/her designee, who will make the final recommendation. This action shall not impact upon the present or future rank of any librarian in the Unit. Any disagreements that might arise out of this process shall not be subject to the grievance procedure of Article VIII but shall be resolved by the Vice President for Academic Affairs or his/her designee.

I. Indemnification of Members of The Bargaining Unit

The Parties recognize that members of the Bargaining Unit are employees of the Commonwealth for purposes of Chapter 258 of the General Laws, and should receive any protection provided therein when possible and appropriate.

J. Patent Policy

The Parties agree to the provisions of "Statement of Policies, Principles and Administrative Procedures Relating to Discoveries, Inventions, and Other Values in which the University and Unit Members may have Proprietary Interests" a copy of which is appended as Appendix A-4.

K. Research Foundation

The parties recognize that faculty have the status of special state employees. The parties further recognize that under the authority of statutes which created the University and specifically created as well, the University Research Foundation and then authorized arrnagements under which faculty might share in the proceeds of Contracts with that Foundation; and under the terms of this Agreement which has been made and ratified under the broad authority of the collective bargaining empowerment statutes and subsequent interpretive decisions; that faculty may enter into contracts with or "receive grants" through the Research Foundation, share in the proceeds of Foundation administered

Grants and Contracts, prepare such grant applications on University premises and during the hours and days of the regular academic year, utilize University facilities for such purposes under established rules, attempt to arrange with appropriate University officials for use of University facilities or other University "contribution" in support of such grant or contract under established rules and procedures, and engage in other related activities guaranteed by this Agreement and by established practice. It is further agreed that Research Foundation individual faculty overhead accounts, time calculation practices and other established practices in which research faculty have a legitimate interest and concern shall not be significantly altered by the University without prior consultation with such faculty and the MSP.

L. Workload Grievance

It is understood and agreed by all the Parties that in the event a Unit member should believe he or she was agrieved by any decision which was rendered as a requirement of this Article,such individual may use provisions of the grievance procedure, Article VIII to Level II (the President), except as noted elsewhere in this Article. The decision of the President shall be final unless such decision is alleged to have been arbitrary or capricious in which case the agrieved may appeal for remedy through submission to binding arbitration as provided in Article VIII.

Where facuty are in conflict over workload issues within a Department, all of the individuals involved may utilize this process. The grievance(s) shall be heard in the first instance at the Department level and it is understood that a College Dean or the President (or his designee) shall not overrule Department workload decisions made through reasonable and proper processes except for good reasons stated in writing.

It is understood that nothing in the above shall be construed to limit the grievance rights of the MSP as defined elsewhere in this Agreement.

Whenever possible, faculty members shall be notified of their workload and schedule for the next semester at a time which allows for discussion and review of dissatisfaction, if any, before the final course schedule is printed and distributed. However, it is understood that such printing and distribution shall not reduce a member's rights under this provision.

ARTICLE XVII

DEPARTMENT CHAIRPERSON/DEPARTMENTAL COMMITTEES ACADEMIC POLICY

A. Academic Policy in General

1. Faculty Academic Policy Making

The primary advisory role of the faculty in establishing, organizing, reorganizing and consolidating academic programs (and the College and Departmental structures through which they are carried on), and in formulating academic policies, academic rules and regulations, the academic calendar and academic standards for presentation to the Board shall be continued and preserved. Both parties agree that nothing promulgated in the above areas shall be valid unless processed through appropriate established procedures, and further that changes in the above or in the implementation of the above which significantly impact upon terms and conditions of employment and/or contractual rights and processes are subject to negotiations with the MSP which may ultimately result in the University and the MSP jointly requiring reasonable adjustment.

The parties agree that academic rules and procedures, taken as a whole, should strive to assure high academic standards without unduly burdening the advising and advising related obligations of faculty and department chairs.

In regard to the above, the President of the University agrees to meet and consult regularly with the faculty and the recognized faculty leadership, including that of the MSP; the MSP agrees to take reasonable steps to improve communication among the faculty leadership within its own policy processes.

Nothing in the above shall restrict the rights of the MSP or the grievance rights of unit members.

B. Selection of Chief Academic Officers

It is agreed between the Board of Regents/Board of Trustees and the faculty of the University that the faculty shall have a formal role in search committees utilized in the selection of all major academic administrators, as is traditional in Universities of quality and embodied in recommendations of the AAUP and similar organizations. The faculty role shall include, but not necessarily be limited to, the searches for the President of the University, the Vice President for Academic Affairs and his/her Associate

Vice Presidents, the Director of Libraries, College Deans, and Assistant Deans. The members of the recognized University faculty leadership, including the MSP, shall be informally consulted before search committees are named or before renewal of the contract of all major University academic administrators, including all listed above, and Department Chairpersons within a given College shall be informally consulted before renewal of the contract of the College Dean and Assistant Dean.

C. Definition of Chairperson's Responsibilities

The responsibilities of each Department Chairperson shall be to promote the academic and intellectual growth of his or her department and the effective use of the educational resources and programs within the department in meeting the objectives of the College and the needs of the students.

The Department Chairperson shall be responsible to the President of the University through the College Dean who has overall authority and responsibility for the College, and through the Vice President for Academic Affairs who, as chief academic officer under the President, has primary responsibility for university academic programs and authority over all Colleges, the Office of the Registrar, and the Library of the University. Matters within the jurisdiction of any of the several Vice Presidents which significantly impact the members of the bargaining unit shall be reviewed before promulgation by the Associate Vice President for Academic Affairs for compliance with contractual agreements, the Associate Vice President being charged by the President of the University with ensuring contractual enforcement.

1. Specific duties of the Department Chair

Department Chairpersons are charged with responsibility for providing educational leadership within their departments. Specifically, the Chair shall be responsible for the performance of the following duties:

a. The recruitment of candidates for faculty positions within his/her deaprtment;

b. The evaluation of faculty members within his/her department in accordance with the provisions set forth in this Agreement;

c. the assignment to faculty of obligations in accordance with the prescribed curriculum, and of the workload provisions of this Agreement;

d. The implementation of approved academic standards and policies as they pertain to departmental programs; and

e. Preparing estimates of future educational, fiscal and physical needs of the Department;

f. In cooperation with appropriate departmental committees and the college dean, Department Chairpersons/Heads periodically shall review departmental and course curricula, course descriptions, etc. to ensure their currency and compliance with professional practice and accreditation standards;

g. Other duties specifically provided for elsewhere in this Agreement, chair duties being subject to negotiation with the MSP.

In the discharge of these responsibilities, the Department Chairperson shall consult with the members of his or her Department and the College Dean.

2. Chair responsibilities to Continuing Education

It is herein also agreed that, during the regular academic year, when Department faculty are Contractually available to the Chair, each and every Department Chair shall stand ready to provide to a reasonable extent and at mutually convenient times, advice and consultation, either in person or by phone and/or memorandum, to the Division of Continuing Education and its Departmental and/or College Coordinator as to the academic appropriateness of particular course requirements and/or the hiring of particular faculty for particular courses within the Chair's area of expertise that may be offered in the various continuing education programs. Such advice and consultation shall in no way duplicate or replace the activity traditionally performed by Departmental and College Coordinators and shall have as its purpose the maintenance of academic standards in Coninuing Education programs consistent with those in regular University programs. It is agreed that since acitivity on behalf of Continuing Education falls outside the scope of regular unit compensation, in return for standing ready to make such advice and consultation available over the course of the semester, each Chair shall receive a supplemental base salary adjustment for each academic year he/she serves as Chair, as follows:

Number of Full Time Members or FTE in Department	Stipend per Year
1-4	$600
5-10	$1200
11 or more	$1200 plus 120 for each full time member over 10 to a maximum of $2400

Although this payment will be made from the "01" appropriation, in recognition of the requirement that Continuing Education must be self-supporting, the Division of Continuing Education will reimburse the University for the cost. Therefore this cost is not included in the cost of this collective bargaining agreement, nor shall it constitute "eligible salary" upon which collective bargaining raises shall be paid. [If in certain circumstances, Continuing Education desires additional services during summer months from some Chairpersons, it may enter into mutually agreeable arrangements with those Chairpersons, compensating them directly from Continuing Education funds at the rate specified in this Agreement for the service of the Chairperson during periods outside the academic year.]

These payments shall begin with the first payroll month of the 1984-85 fiscal year.

D. Scope of Chairperson's leadership obligations.

1. Normal Chair Work Year

Except in the case of Chairs with Department Head status as indicated below, Chairpersons, as faculty, cannot be required to work except during the academic year under the provisions and definitions of the faculty workload article. However, the parties recognize that conscientious attention to the responsibilities of the Chair's role will not always yield a neat fit into such boundaries; that chairs must nonetheless, at appropriate and reasonable times and places of their choosing, and with methods of their choosing, see to adequate arrangements for the meeting of their responsibilities as deliniated in this Agreement, particularly to the final process of preparing for an orderly start of a new semester; but that the University shall take all reasonable steps to minimize Chair burdens outside the academic year. Each Chair shall confer with his/her college's Dean or Assistant Dean before the end of each Spring semester so that the Assistant Dean may properly act to maintain the continuity of academic policies during the summer period.

2. Administration statement of leadership needs

Prior to the selection of any Department Chairperson, the University Administration may state its view of the leadership needs of the Department in question for the coming period in general terms, in writing or through direct meetings, and it shall do so in Departments where it believes there is a critical leadership need.

3. Department Head

Where a Department and its academic program has an extensive, complex and unique leadership need that cannot otherwise be met, a joint agreement with the MSP may be sought granting the University the right to require a Chair to perform an extensive, specified amount of work beyond the academic year, even covering the preponderance of such periods, as a condition of holding the particular Chair position. Chairs subject to such conditions shall be known as Department Heads.

In such instances, administration statements of leadership needs before a departmental nominating election may state the administration's intention to condition a Chair (head) appointment on his/her acceptance of a specified amount of such extra work.

Such extra work shall be compensated at minimum as follows: the University shall determine the number of days outside the academic year which the Head shall be required to work; it shall then take the average bargaining unit salary during the period in question and divide it by 150 and multiply that figure by the said number of days. The total that results shall be added to the base salary of the Head for the immediate next fiscal year and that process and base salary supplement shall continue as long as the individual remains as Head, but no longer. [Such supplemental amounts shall not be eligible salary as that term is defined elsewhere in this Agreement].

These payments shall begin with the first payroll month of the 1984-85 fiscal year.

4. Chairs of Other Departments with Special Academic Situations

If the University believes with good reason, explicitly stated and properly supported, that special academic situations prevail at particular times in given departments the meeting of which will require their Chairs to bear an unusual and significant burden outside the academic year, it may, after consultation with the chairs in question and securing their consent, seek a joint overall agreement with the MSP upon a plan, based upon anticipated, specified University needs, for compensated work outside the normal academic year. Such work shall be compensated by adjusting base salaries under the same formula and arrangements as set forth in 3. above.

In the alternative, in its reasonable discretion, the University may arrange mutually agreeable consultant contracts with Chairs for specific non-academic year activities, provided that, the effective per diem or per hour rate shall be no less than the amount produced under the base salary formula above (except for registration advising under the specific provisions of the Workload Article) and the MSP shall be notified in advance of all such contracts.

Where it is mutually agreeable to both the University and the Chair, such arrangement may be made with a third party.

5. Outside Chairs

Where the academic administration believes that a Department has an unusual and critical academic leadership need that can only be met by bringing in an outside chair, it may seek the approval of the Department for such course of action. If the Department disapproves, the Vice President for Academic Affairs may seek a joint agreement with the MSP for such course of action. If the MSP disagrees, the administration may seek special arbitration by a panel of three qualified academics from outside the University: one appointed by

the MSP, one appointed by the administration and a third by the other two, which shall determine whether an outside Chair is necessary. Where this procedure is followed, no further grievance rights shall apply. Whenever an outside Chair is brought in, that person shall become a member of the Unit and become subject to this Article and the Agreement.

6. Joint Agreements

All joint agreements and notices herein mentioned shall be sought from or provided to the MSP Executive Board through its Executive Director during the academic year and in a timely manner permitting the MSP Executive Board to dispose of the matter within its regular meeting schedule.

7. Prior Conflicting Policies

The Contractual provisions of this Article and this Article only supercede any previous conflicting practices, or contractual provisions or prior practices.

E. Appointment

The Department Chairperson shall be appointed by the President, after consultation with the Vice-President for Academic Affairs, said recommendation being made in accordance with the procedures described in this Article. The term of the Department Chairperson shall be for three (3) years, unless a vacancy is declared to exist by the President, or unless the Chairperson is recalled, as hereinafter provided, or unless the Chairperson is unable to serve by reason of death, illness, resignation or other incapacity. The President for just cause may declare a vacancy to exist at any time in a Department Chairmanship provided he gives reasons for his declaration to the Department Chairperson and the MSP. The action of the President shall not be subject to grievance unless the reasons are arbitrary, capricious, or violative of academic freedom.

F. Procedures for Selection of a Department Chairperson

At least one month prior to the expiration of a term of office of a Chairperson, or upon a declaration of a vacancy, the Vice-President for Academic Affairs shall notify department members that an election will be held to nominate a Chairperson. The following procedures shall be followed in nominating a Department Chairperson.

1. Not later than the fourth week following notice from the Vice-President for Academic Affairs, the Dean of the College shall call a department meeting for the purpose of nominating a faculty member from within the Department as Department Chairperson.

2. Such meeting shall be for the purpose of holding an election for the recommendation of a faculty member as Department Chairperson. Such meeting shall be held after fourteen (14) days notice in writing shall have been provided by the Dean of the College to all members of the Department. The time and place shall be set with the consent of the MSP Chairperson or his designee.

3. The election shall be conducted by the MSP Chairperson or his designee, by secret ballot upon nominations made by members of the Department. All tenured associate and full professors shall be eligible to be nominated. In truly unique situations, further variations may be waivered by the Office of the Vice President for Academic Affairs by means of a joint agreement with the MSP. Where there are fewer than four tenured associate and full professors, all tenured faculty shall be eligible to be nominated.

   All full-time faculty members shall be eligible to vote. Absentee ballots may be accepted at the discretion of a majority of those present and voting. The name of the candidate who has been nominated by a majority vote of those present and voting shall be submitted within seven (7) calendar days by the Dean, together with his or her recommendation, if any, to the Vice President for Academic Affairs. Withing fourteen (14) calendar days, the Vice President for Academic Affairs shall agree either to recommend or to reject the nominated candidate.

4. In the event the Vice-President for Academic Affairs rejects the candidate, he shall provide the members of the Department with written reasons for such rejection. Within fourteen (14) calendar days of such rejection and at the call of the Dean of the College, the Department shall meet to consider the rejection of the Vice-President for Academic Affairs and the reasons therefore. The Department may, by three-quarters (3/4) vote of the department membership, choose to renominate the same candidate or to nominate a new candidate by majority vote of the department members present and voting.

5. If the Department renominates the same candidate, the Vice-President for Academic Affairs shall submit the name of such department member to the President. If the President rejects the individual so nominated, this rejection shall be final, and the Department shall recommend a new candidate, following the procedure described above.

6. If the Vice-President for Academic Affairs accepts the initially nominated candidate, he shall submit the name of such department member to the President, who shall accept or reject the individual so nominated.

7. This process shall continue until a candidate has been appointed.

8. For purposes of this Article (and for all other elections and/or voting required or authorized by this Agreement) Department membership shall be limited to members of the bargaining Unit.

G. Recall of Department Chairperson

The parties recognize that the recall of a Department Chairperson by department members is an unusual occurrence and that such recall of a Chairperson should be based upon extaordinary circumstances. The parties agree, therefore, that the following procedures for the recall of a Department Chairperson by department members shall not be used until a Chairperson has served at least one (1) calendar year from the date of his or her appointment.

1. Upon presentation to the Dean of the College during the academic year of a petition signed by a majority of all of the faculty members of the department, excluding the Department Chairperson of that Department, the Dean shall give fourteen (14) days written notice to all members of the Department after consultation with the President of the MSP, setting forth the time, date, and place, of a meeting to consider the recall petition and to vote whether to recommend to the President that he declare a vacancy to exist.

2. The MSP Chairperson, or his designee, shall forthwith appoint an impartial faculty member or members to conduct the recall meeting and department vote.

3. A vote of three-fifths (3/5) of all department members shall be required to declare a vacancy to exist. The recall shall be effective upon the certification of the vote by the impartial faculty member and the MSP Chairperson. A written record of the minutes of such departmental meeting, together with a record by number of votes cast, shall be forwarded to the Vice President for Academic Affairs. The President shall

declare a vacancy to exist in the department chairperson.

4. In the event of a recall, the Dean of the College may appoint a department member to serve as acting chairperson until the new election process as prescribed in this Article is completed. Such acting chairperson shall not serve for a period in excess of sixty (60) days.

H. Appointment of Acting Department Chairperson

Except as otherwise provided in this Article, the President may appoint an acting chairperson for a period not to exceed one year when a chairperson is on leave or incapacitated. Prior to such appointment, the Dean of the College shall call a meeting of the department members for the purpose of recommending to the President a person or persons for acting Department Chairperson. The acting Chairperson appointed by the President shall assume duties and responsibilities of the Department Chairperson as herein defined.

I. Interim Chairs/Standard Terms

Chair terms shall normally begin the first day of a semester. Elections may be held only during the academic year, normally before the end of the previous semester. Chair terms may be extended or reduced by small portions of a semester to effectuate a normal term. The President may also appoint an interim Chair for brief periods to facilitate a standard term or in other situations upon early vacancy until elections can be held.

J. Reduced Workload for Department Chairpersons and Others

Each Department Chairperson shall be entitled to apply for a reduced teaching load according to the criteria set forth in Article XI, Workload. The workload so determined shall be reduced automatically by three hours per semester by virtue of the increased duties and obligations inherent in the position of Department Chairperson.

A Chairperson may obtain a further workload reduction from the Dean of his or her college and under the guidelines of the College Workload Implementation Committee (if any) if such further workload reduction is warranted.

Provided, however, the workload for a Departmental Chairperson shall not be reduced to less than three hours per semester and shall not be in excess of nine (9) hours per semester.

Provided further that the chairperson's position and the teaching duties of the Chairperson shall be included in the determination of student credit hours and full time equivalent Student/Faculty ratios.

An aggrieved Chairperson may appeal to the Vice President for Academic Affairs on any issue relating his or her reduced workload. The decision of the Vice President for Academic Affairs shall be final and binding.

The MSP Chairperson, or other MSP official as designated by the MSP, shall be entitled to a reduced workload of 3 credit hours each semester during the academic year irrespective and in addition to any other reduced workload granted under this Article or Article XI (The MSP Executive Director and Treasurer shall be entitled to preferred scheduling flexiblity to facilitate performance of their duties.)

It shall be permissible for coordinators or other individuals performing supplemental academic administrative duties to be granted some workload reduction by colleges or departments in accordance with appropriate procedures and where the reduction is demonstrably proportionate to the amount of work involved.

K. Department Committees

1. The members of the Department shall elect the membership of those departmental committees specified by this Agreement.

2. Other department committees may from time to time be established pursuant to departmental procedures and for purposes not in conflict with this Agreement.

L. Assistant Deans: Retention of Unit rights.

If Assistant Dean positions are filled by individuals who come from the unit, they shall not lose their unit rank and tenure rights; increments received for and upon entering administrative service shall be reviewed and proportionately reduced when they return to the unit.

M. Academic Collegiality

Academic Administrators, chairs and faculty shall strive to work collegially in mutual respect. Wherever the clear preponderance of a college's chairs believe strongly that the action of a Dean or other University administrator seriously violates academic collegiality, their objection shall be made known to the Office of Academic Affairs and a response shall be made within 48 hours by that office. Should this respond time not be met, the concern will move to the President for resolution.

The assertion of a collegiality violation is independent of and in no way limits contractual grievance rights or the legal obligation to bargain over changes in conditions and terms of employment.

N. Department Membership

For purposes of this Article, and for all other Contractual purposes, each faculty member shall be a member of one Department only and that shall be the Department where he/she does the preponderance of his/her teaching. Where an individual does some work for another Department, the Chair of his/her principal Department shall consider that work in evaluations and related matters. It shall be permissible for the chair of the principal Department, or for the individual faculty member, to solicit a supplemental evaluation of such additional work from the Chair of the other department to write such supplemental evaluation where it has been so solicited.

Such multi-department teaching situations may be arranged administratively through consensual collegial processes without the necessity of formal Board action proviced that the individual holds a Board appointment in his/her principal Department. In such instances, the individual may use and be described in official documents by his/her formal appointment with the secondary program in parenthesis. Example: Associate Professor of Academic Studies (Performance). In special situations, and in situations where the individual does not hold board appointment in what will be his/her principal department, formal Board appointment or Joint Appointment shall be required. However, regardless of the mode of recognition of the secondary program, no arrangement regarding secondary programs and/or Departments shall in and of itself impact upon Contractual provisions or requirements.

To become Chair of a given Department, an individual must secure Board appointment in one of the programs of that Deaprtment and that program must function as his/her principal program while he/she is Chair. Such formal programatic appointment may be obtained simultaneously with the formal Board designation which follows the completion of the contractual Department Chairperson nomination-selection process.

O. Colleges Without Departments

In small colleges that do not have departmental structures, the College faculty shall elect a Chairperson of the College who shall perform the evaluations and related functions required by this agreement of the Department Chair. That individual and/or an elected college committee shall oversee the process of scheduling of faculty teaching assignments; such assignments shall be subject to review by the Dean under the provisions of the Workload article of this Agreement.

P. Library Division Heads

A library division head is a unit member designated from time to time by the Director of Libraries with subordinate, delegated and revokable supervisory duties defined and assigned by the Director.

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ARTICLE XVIII

SUPPORT SERVICES & FACILITIES

A. Support Services

The University shall, within the limits of its resources, but as a high priority, provide to faculty members and other Unit members where appropriate, all normal, traditional & reasonable academic and professional support services and facilities. This shall include but not be limited to, office space, meeting rooms and/or lounges; equipment, furnishings, supplies; secretarial and typing service; laboratory, computer, library and technical services; internal and external mail services; payroll, personnel, and fringe-benefits implementation services; parking; maintenance and/or janitorial services; and other appropriate work facilities that are clean, well-lighted, maintained at reasonable temperatures, safe and healthful.

B. Planning and Implementation

1. Implementation and coordination of contractually guaranteed support services shall be the general administrative responsibility of the Associate Vice President for Academic Affairs. Support service priorities and resources allocated to colleges shall be under the residual responsibility of the college Dean. It shall be the obligation of the college Dean, and particularly the Assistant Dean in colleges with such a position, to see to it that college services are organized so as to be actually available to faculty members for appropriate professional purposes in pursuit of collegially formulated objectives within the limits of available resources.

2. Each year, the Administration shall issue an updated comprehensive organization chart and a revision of its five year long range plan together with priorities for the upcoming year. The list of priorities should specifically include goals set by the President. The President agrees to discuss and to consult with the MSP prior to making his/her final determination for setting annual goals and priorities.

3. Except in emergencies, whenever possible, prior to the administration undertaking foreseeable and consequential actions that bear upon support services of importance to the faculty, department chairs and librarians, the Associate Vice President for Academic Affairs and/or other appropriate University administrator(s), shall meet and/or consult with representatives of the MSP and/or appropriate faculty/librarian personnel.

C. Parking

Within normal working hours during the academic year, the Univerity shall allocate and make available in designated lots sufficient total parking space to assure all unit members a resonably convenient parking space on the appropriate campus at the time of the unit's normal maximum presence on that particular campus. The specific allocation and accompanying regulations shall be made in a Joint Memorandum which shall accompany this Agreement. If the parking space allocation and/or parking regulations prove inadequate or excessive, they shall be promptly adjusted through subsequent Joint Memorandum or Agreement and, except in emergencies, such Joint Memoranda shall be the exclusive method of altering arrangements which impact the contractual parking rights of the faculty-librarian unit.

The President of the University hereby agrees to take all feasible administrative action through the Associate Vice President for Academic Affairs and the Vice President for Administration to keep these unit-staff areas free of unauthorized vehicles, snow, and any other impediments on days that classes and examinations are scheduled.

No spaces may be reserved for individual bargaining unit members without the agreement of the MSP.

This Article and any subsequent Joint Agreements which may be issued under its authority shall supercede all previous policies, contractual provisions and memoranda whether or not they contain provisions to the contrary.

D. Office Space

Office space designated for department use will be allocated by the Chairperson of each department. Such office space shall be suitably equipped with a desk, chair, and filing cabinet for each full-time faculty member. Wherever feasible, and consistent with the academic space needs and planning of the appropriate department and college, office space shall be assigned to full-time faculty members on a continuing basis, from year to year. Each full-time faculty member shall have access to his office from 7:30 A.M. to 9:00 P.M., Monday to Friday, except for official holidays, throughout the academic year. Access at other times may be provided by special arrangement.

E. Secretarial Services

All faculty members shall have access to secretarial services for the preparation of materials for professional activities associated with University responsibilities including but not limited to teaching, research, and service. Secretarial services shall also be provided in appropriate support of official Departmental functions.

The University's goal shall be to provide secretarial services at as low a ratio of secretaries to faculty members as resources permit, and to provide access to word processing to all faculty and librarians in support of appropriate professional activities, as resources permit.

F. Annuity Services

The following shall be the open period for unit members who have, or wish to have, a supplemental retirement annuity arrangement, to make a (new) salary reduction agreement with the University through its payroll office:

1. Agreement made in February, effective with April check

2. Agreement made in August, effective with October check.

3. Agreement made in November, effective with January check.

(N.B. Unit members are reminded that a new salary reduction agreement may be made only once in a calendar year under prevailing tax regulations.)

No changes can be made in the above except through a Joint Memorandum of Agreement between the University and the MSP.

G. Maintenance of Service Levels

The obligations imposed by this Article on the University and the MSP shall be a part of the continuing obligation to bargain, implement and perform in good faith.

ARTICLE XIX
SALARY AND OTHER FINANCIAL BENEFITS

A. Salary Adjustments

1. Effective 9/25/83, a sum equal to five and six-tenths percent of the total full time unit employee equivalent salary amount on that date shall be made available for base salary increases and paid as an "across the board" 6.0 percent base increase on the eligible salary rates of all eligible bargaining unit members effective that date.

2. Effective 9/30/84, a sum equal to six percent of the then total full time unit employee equivalent salary amount, shall be made available for base salary increases. A 6.0 percent "across the board" increase on the eligible salary rates of all eligible bargaining unit members shall be calculated and then paid out on base effective that date.

3. Effective 6/30/85, a sum equal to seven percent of the then total full time unit employee equivalent salary amount shall be made available for base salary increases. A 7.0 percent "across the board" increase on the eligible salary rates of all eligible bargaining unit members shall be calculated and then paid out on base effective that date.*

4. In the latter two cases (2. and 3.), any residual amount of funds made available but not paid out shall be calculated and added to the amount to be paid out under the provisions of the rank merit target program described below.

5. In all places where it is used in this Article, "eligible bargaining unit members" are those members of the unit on the payroll on the date indicated who were also members of the unit on the first day of the September pay period in the immediately previous fiscal year, and, in the exclusive case of the college merit program described below, also quality under the specific provisions of that program. [Furthermore, it is understood that in other instances where forms of payment may be authorized under specific provisions of this Agreement, additional eligibility requirements may also be there stated and such eligibility requirements do control.]

In all of the above, and in all instances, where the phrase is utilized below, the phrase "total full time unit employee equivalent salary amount" shall be the total dollar amount represented by the sum of all full time unit employee equivalent annual base salary rates on

* It is agreed by the parties that persons hired by the first day of the Sept.'84 pay period are eligible for this increase.

the payroll on the indicated dates, specifically including the sum of all annual base salary rates being paid to all unit members (including persons temporarily occupying "backfilled" positions) on the payroll on the indicated date, plus the total of all annualized salary rates being paid to all individuals occupying a portion of an 01 funded position and performing unit work, as defined and regulated in the Performance of Bargaining Unit Work Article of this Agreement; but specifically excluding persons whose employment is being funded with appropriated 03 money.

In all instances where it is used in this Agreement, "eligible salary" is that part of the salary being received by a bargaining unit member upon which he/she is not prohibited from receiving contractual increments by other provisions of this Agreement.

6. Effective 4/1/84 a sum equal to 2% of the then total full time unit employee equivalent salary amount shall be made available for merit/equity and distributed as set forth below under College Merit and the Rank Merit Target Program. Effective 9/30/84 a sum equal to 2.5% of the then total full time unit employee equivalent salary amount shall be made available for merit/equity and distributed as set forth below under College Merit and the Rank Merit Target Program. Effective 6/30/85 a sum equal to 2.5% of the then total full time unit employee equivalent salary amount shall be made available for merit/equity and distributed as set forth below under College Merit and the Rank Merit Target Program

B. College Merit:

1. Base Salary Increases

a. In the first year of the agreement, effective 4/1/84, a sum equal to 1.1 percent of the total full time unit employee equivalent salary amount as of that date, minus 1.1 percent of the total of all whole or partial salary rates ineligible for base salary increase through college merit as will have been determined under the provisions of that program or by the other terms of this Agreement, shall be made available and paid into the Distinguished Achievement Award Trust Fund where it shall accumulate for two monthly pay periods, such accumulation to be utilized under the provisions of the Distinguished Achievement Award program described below. Then, effective 6/3/84, eligible bargaining unit members shall receive a base salary increase of 1.1% of eligible salary as of 4/1/84 under the provisions of the College Merit Program, as described below.

b. In the second year of the Agreement, a sum equal to one and five tenths percent of the full time unit employee equivalent salary amount on 9/30/84 (but before augmentation by the general increase in A. 2. above), minus 1.5 percent of the total of all whole or partial salary rates ineligible for base increase through college merit as determined under the provisions of that program or the other terms of this Agreement, shall be made available and paid into the Distinguished Achievement Award Trust Fund where it shall accumulate for two monthly pay periods, such accumulation to be utilized under the provisions of the Distinguished Achievement Award program described below. Then, effective 11/25/84, eligible bargaining unit members shall receive a base salary increase of 1.5% of eligible salary as of 9/30/84 under the provisions of the College Merit Program, as described below.

c. In the third year of the Agreement, effective 6/30/85, a sum equal to one and five tenths percent of the total full time unit employee equivalent salary amount as of 6/30/85 but before augmentation by the general increase in A.3). above, minus 1.5 percent of the total of all whole or partial salary rates ineligible for base increase through college merit as determined under the provisions of that program or the other terms of this Agreement, shall be made available and paid into the Distinguished Achievement Award Trust Fund where it shall accumulate for two monthly pay periods, such accumulation to be utilized under the provisions of the Distinguished Achievement Award program described below. Then, effective 9/1/85, eligible bargaining unit members shall receive a base salary increase of 1.5% of eligible salary as of 6/30/85 under the provisions of the College Merit Program, as described below.

d. In a.b. and c. above, the total of all base increment funds subtracted from the initial amounts made available on the specified dates because of then current full time unit employee equivalents whose salaries or portions of whose salaries are ineligible for college merit under the provisions of that program and or other terms of this Agreement, shall be added to the amount to be made available on the same date under the provisions of the rank-merit target program described below.

2. Evaluation Deadlines

All Unit Members will be evaluated on the indicated schedule by their Department Chairperson/Library Division Head in accordance with the provisions of this section and the Evaluation Article of this Agreement. A copy of the evaluations made by the Chairperson/Division Head (and alternative evaluations and rebuttals if any) will be forwarded to the appropriate College Dean and Director of Libraries in accordance with the following deadlines:

CHAIRPERSON/LIBRARY DIVISION HEAD MERIT EVALUATION DEADLINES

Unit Member Vitae/Document Deadline	Chairperson/ Library Division Head Evaluation Deadline	Evaluation Period
23 April 1984	7 May, 1984	1 Sept' 82-31 March 83[a]
23 April 1984	7 May, 1984	1 April'83-31 March 84[b]
1 April 1985	20 April, 1985	1 April'84-31 March 85[c]

a Funding, 1.a., above
b Funding, 1.b., above
c Funding, 1.c., above

3. Determination of Satisfactory or Unsatisfactory Performance

By the expiration of each evaluation period, each bargaining unit member who was employed in the unit during the entire period under evaluation is expected to file a vita form with his/her Department chairperson/division head; persons not employed by the University during the entire period under evaluation are ineligible for College Merit. Persons who fail to file a timely vita evaluation form shall NOT be evaluated under the above process, and any person who fails to so file shall be deemed to have opted for consequences identical to a formal finding of "Not Satisfactory" including the forfeiting of the college Merit Increment and consideration for Distinguished Achievement Awards. [It shall be the responsibility of individuals on leave of absence or sabbatical who wish to quality for the increment to arrange to file the form despite their absence; where the leave began prior to adoption of this Agreement, the Department Chair/Division Head shall make a reasonable effort to notify the individual.]

Because of the time of adoption of this Agreement, the deadline for the unit member to file for the first evaluation period shall be the same date as for the second evaluation period (April 23, 1984). Persons applying for College Merit for both periods will therefore file both vitas; Chairs/Division Heads will then write two evaluations for such persons; one for each evaluation period.

The College Dean shall meet with the Chairperson of each Department in the College and the Director of the Library shall meet with each Library Division Head immediately following receipt of all evaluations. The Dean (Director) and the Chairperson (Division Head) will review all evaluations submitted for each evaluation period. If the Dean (Director) believes a recommendation of "Not Satisfactory" is called for, s/he shall then review the evaluation of the individual in question with the Chair of the College (Librarian) Personnel Committee. (At the request of either, the Department Chair (Division Head) may be called in again to clarify matters in his/her evaluation, if necessary.) If the Chair of the College (Library) Personnel Committee agrees with the Dean's (Director's) recommendation of "Not Satisfactory," the individual in question will be deemed "Not Satisfactory". If the Chair of the College (Librarian) Personnel Committee and the Dean (Director) cannot agree on such recommendation(s), they will ask another previously selected member of the College (Library) Personnel Committee to join them to make a recommendation by majority vote for such individual(s) concerning whom disagreement exists.

Department chairs/library division heads forward their personal vitae to their college dean or to the Director of Libraries. The review process for department chairs and library division heads shall be the same as that followed for other unit members, i.e. in the event of a finding of "Not Satisfactory", the chairperson of the college/library personnel committee shall be called in to meet with the respective college dean or the Director of Libraries.

The college dean (Library Director) shall forward the names of all Unit members in their college or the library who received a "Not Satisfactory" Recommendation or who failed to participate in each distinct evaluation-merit process to the Vice President for Academic Affairs; these named individuals shall not receive a College Merit Award for that process. All others, i.e., those who received a "Satisfac ory" recommendation, shall receive a College Merit Base Award. A copy of the list of those who will not receive a College Merit base increment award shall be available in Deans' Offices for examination by unit members and copies shall be sent automatically by each

Dean to the MSP Executive Director and the MSP Chairperson. Once this process is completed, and the names of eligible unit members established, the appropriate increment shall be paid to such members on their eligible salary effective as indicated herein.

4. Determination of Distinguished Achievement Recognition Awards: Cash Bonus Honoraria and Professional Development Reimbursement Grants.

The evaluation processes described above shall also be the basis of and the occasion for the awarding of College and Departmental Distinguished Achievement Recognition Awards.

a. Departmental Distinguished Achievement Recognition Awards

Fifty percent of the funds diverted to the trust fund created for this purpose, as described above and below, shall be allocated to Departments (including the library as a whole) in that proportion which their members' total salaries bear to the total full time unit employee equivalent salary amount. Each year, Departmental Distinguished Achievement Awards in the form of Professional Development Reimbursement Grants shall be awarded in recognition of significant accomplishment and/or professional development in teaching, service, and/or research during the period under evaluation and to encourage further professional development activity of importance to the Department. (Chairs are encouraged to consult with Department Personnel or other appropriate committees in formulating their recommendations and in defining Departmental goals and objectives for recognition in this program.) When Chairs and Deans meet to review evaluations in connection with College Merit base increments, above, they shall also make final decision as to the awarding of such Departmental Reimbursement Grants to eligible, evaluated Department members.

The parties expect Deans and Chairs to reach agreement after appropriate discussion and to jointly award the departmental allocation. However, if there remains a portion of a Departmental allocation about which a Dean and Chair are not able to reach agreement after a reasonable effort, the amount in controversy shall be divided and each shall allocate one half to member(s) of the Department. Chairs may receive a portion of their Department's grants. Amounts awarded as Departmental Reimbursement Grants (or College Reimbursement Grants, below) will be retained and reserved on behalf of the individual recipient in a "sub-account" (formal or informal) within the Trust Fund for up to three full academic-fiscal years after

the date on which the grant is officially awarded, and may be utilized by the recipient for reimbursement of an appropriate professional development expenditure during that period. Individual Grants may range from $75 to $500. Individuals may be awarded more than one grant but the total of all Departmental Reimbursement Grants awarded to one individual in any award year may not exceed $750. Library funds shall be allocated as set forth in c. below.

b. College Distinguished Achievement Recognition Awards#

Fifty percent of the funds diverted each year to the trust fund created for this purpose, as described above and below, shall be allocated to Colleges (including the library) in that proportion which their number of unit members bears to the number of members in the total unit. After reviewing evaluations and meeting with Department Chairs as described above, the College Dean in his/her sole academic judgement* shall award these funds as College Distinguished Achievement Recognition Awards either in the form of Cash Bonus Honoraria or as College Professional Development Reimbursement Grants or in any combination of the two, in recognition of outstanding achievement by unit members in teaching or service or research or any combination thereof during the evaluation period. Such awards may range from $333.33 to $1,000 but the total of all College Distingushed Achievement Recognition Awards to one individual in any award year may not exceed $1000.

c. Library Distinguished Achievement Awards

All library funds received under a. and b. above shall be awarded by the Director of Libraries in his or her sole academic and professional judgment after consultation with division heads, in recognition of outstanding professional accomplishment. Such awards may be given as cash honoraria and/or professional development grants. Library awards may range from $250 to $1,000 in any given year.

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* Provided that, the research contributions of University Professors must be recognized.

The College and Departmental programs are separate and individuals may receive awards under both programs in accordance with the provis ons of each.

C. Minimum and Maximum Salary Rates

1. Faculty-Librarian Schedules

FACULTY RANK	LEVEL	AFTER 9/25/83	AFTER 9/30/84	AFTER 6/30/85
Instructor	Minimum	16,800	17,800	19,200
	Maximum	27,739	29,403	31,462
Assistant Professor	Minimum	21,263	22,857	24,800
	Maximum	32,938	34,915	37,359
Associate Professor	Minimum	27,983	29,662	31,738
	Maximum	38,985	41,324	44,216
Full Professor	Minimum	32,000	33,920	36,803
	Maximum	46,361	49,143	52,583

NOTE: 1983-84 minimums apply only to indicated faculty who have been at the University for one academic year (or to indicated librarians who have been at the University for one calendar year); however, subsequent year minimums apply to all unit members within indicated categories. Minimums for instructors shall be pro-rated for Lecturers as such minimums prevail at the beginning of the Lecturer's semester or academic year contractual period.

LIBRARIAN RANK	LEVEL	AFTER 9/25/83	AFTER 9/30/84	AFTER 6/30/85
Librarian I	Minimum	16,800	17,800	19,200
	Maximum	27,739	29,403	31,462
Librarian II	Minimum	21,065	22,645	24,800
	Maximum	32,938	34,915	37,359
Librarian III	Minimum	25,124	29,158	31,738
	Maximum	38,985	41,324	44,216
Librarian IV+	Minimum	32,000	33,920	36,803
	Maximum	46,361	49,143	52,583

Existing Librarian Assistant(s) shall be reclassified as Librarian Associate(s); the rank of Librarian Assistant shall be abolished. No additional person may be hired or transferred to Librarian Associate.

Lib. Associate=	Maximum	20,459	21,993	23,863

+ Applies to Librarian IV with DLS only. Minimum for all other Librarians IV are the indicated amounts minus ten percent.

2. Exception For New Hires

The maximum salary levels stated in the above table may be exceeded by up to 15% when the initial salary is established for a new member joining the University if, in the judgment of the appointing authorities, the individual possesses critical needed skills, the lack of which will seriously interfere with University progress toward its goals, and if the higher salary range is essential in the recruiting of the individual. Individuals so hired shall be ineligible for additional salary adjustments until such time as their salaries are below the adjusted maxima of Unit ranks. [However, such individuals may apply under the relevant provisions of the University Salary Review Merit Recognition program to stabilize or increase their salary rate above the maximum under the provisions, conditions and restrictions of that program.] The number of such new hire exception appointments shall not exceed two percent (2%) of the Unit membership in any one fiscal year. Whenever a salary offer is made to an individual under this provision, notice of same shall be provided by the Vice President for Academic Affairs to the MSP through its Executive Director.

3. Exception for Salary Review
See the provisions of the Salary Review section below.

D. Contractual Educational Needs

1. Funding

a. Effective 6/26/83 a sum equal to one percent of the total full time unit employee equivalent salary amount on that date shall be made available for Contractual Educational Needs.

b. Effective 7/1/84 a sum equal to one percent of the total full time unit employee equivalent salary amount on that date shall be made available for Contractual Educational Needs.

c. Effective 6/30/85 a sum equal to one percent of the total full time unit employee equivalent salary amount on that date, subsequent to its augmentation by all other contractual increases payable effective that date, shall be made available for Contractual Educational Needs.

2. Distribution

a. College and Departmental Distinguished Achievement Recognition Awards Trust Fund

In each of the three years, a portion of the Contractual Educational Needs ("one percent" funds) shall be paid upon receipt into the College and Departmental Distinguished Achievement Awards Trust Fund and utilized as described above. The amount so made available to the Distinguished Achievement Awards Trust Fund shall be 50% of the "one percent" funds minus the percentage of "one percent" funds which is equalled by the money made available for Distinguished Acheievement Awards through deferral of payment of the College Merit base increments as set forth above. In each year, all remaining "one percent" funds shall be utilized for per capita grants, described below.

b. Per Capita Educational Needs--Reimbursement Grants

The resulting percentage of the "one percent" Contractual Educational Needs Funds shall be allocated to unit members on the basis of flat dollar amount per capita educational needs--reimbursement grants to be made available for the individual priorities of each and every unit member who is in good standing on December 31, who has been employed full time since the beginning of the academic year and who is expected to be employed full time and in the unit for the balance of the academic year. In the first year of the contract, new hires have until April 20, 1984 to establish good standing. [In any year, members on leave of absence without pay who are otherwise eligible shall NOT be included unless they choose to, and undertake to, maintain good standing within the Unit during the period of leave.] In the 2nd and 3rd years, Final Lists of members in good standing shall be established and transmitted by January 31.]

If in any Contractual year, appropriate funds are not made available to the University in time to permit their orderly distribution, they shall, upon receipt, be paid into a Special "1%" University Trust Fund and distributed later on a schedule to be mutually agreed upon. In all contractual years, the per capita amount shall be determined by taking the total of all funds provided for per capita reimbursement and dividing it by the number of unit members who meet the above eligibility and good standing standards. Amounts forfeited by ineligible unit members and/or members not in good standing [Cf. Addendum in Settlement of the Statutorily Based Contractual Agency Fee Obligation] on December 31 (June 30,1983 in the first year only) are to be added to the amount divided among eligible members in good standing.]

Furthermore, amounts, if any, not claimed or "encumbered" by eligible unit members by February 1 (May 1st in the first year), or such other date(s) as may be set by subsequent Joint Memorandum of Agreement, shall be added to the per capita amount available to all eligible unit members in good standing with unpaid claims filed by February 1st (May 1st in the first year), the mathematical process being repeated if necessary until all funds are offset by the valid claims of eligible unit members in good standing. [Thus eligible unit members in good standing with extensive reimbursement claims should file such claims in a timely manner even when they exceed initial estimates of the per capita amount.]

Any amounts resulting from allocated and/or encumbered per capita reimbursement funds not being claimed by June 15th (or such other date as may be subsequently set by Joint Memorandum of Agreement), and all other technical residue, if any, which exists on that date shall be placed into the Distinguished Achievement Recognition Awards Trust Fund and utilized in the next such process.

2. Expenditure of Per Capita Educational Needs and Professional Development Reimbursement Grants Awarded From the Distinguished Achievement Awards Trust Fund

Individuals who receive reimbursement grants from the above may utilize them to seek reimbursement for amounts expended on travel and other expenses for professional meetings, seminars, workshops, research and the like; page publication charges, typing, duplicating and other publication and research related costs; tuition expenses and/or associated travel expenses for Unit members seeking to improve their academic credentials in their present field or in a new field of importance to the University; off campus library use fees; dues for professional journals and/or society memberships; and other appropriate expenses acceptable under established practice and/or which contribute to professional development.

Professional Development Reimbursement Grants Awarded from the Distinguished Achievement Recognition Awards Trust Fund may be subject to some additional reasonable restrictions by the Vice President for academic Affairs to assure their use for professional development purposes.

All reimbursements relating to the above expenditures will be made through the established process for expending state appropriated funds and subject to the usual controls thereof.

E. University Rank-Merit Salary Adjustment

The parties agree that among University faculty and librarians, the most significant normal mode of recognition of long run meritorious accomplishment is achievement of higher rank. Therefore, the parties agree to the following program of salary adjustment to insure that achievement of each higher rank coincides in equitable fashion with a minimum salary level, both initially and through time.

1. Initial Promotion Rank-Merit Increments

The University shall continue to fund initial promotion rank-merit increments such that the level of this funding shall be a specific flat amount of money for promotion to each of the various ranks and the average award for all types of promotions considered together shall be 7 to 8% of the average unit members salary for promotions going into effect in fall of 1984, 8-9% for fall of 1985 and 9-10% for 1986 and thereafter. In any year that resources do not permit immediate payment, the increments shall be a debt against future appropriate funds. Individuals promoted shall receive either the promotion increment or shall be moved up to the appropriate established minimum for their new rank, whichever is greater.

The University agrees that it shall continue to make promotions at all ranks (and under the grandfather clauses) over the life of this Agreement in an overall number which shall approximate the rate of promotions which has prevailed since the merger that created the University. This obligation is undertaken to assure a reasonable number of promotions of tenured unit members and shall not be interpreted in any manner whatsoever to obligate the university to grant promotions which carry simultaneous tenure.

2. Subsequent Increments: Rank-Merit Target Program

This program of supplemental increments shall begin in the 1983-84 academic year and continue thereafter unless changed in subsequent agreements. In each year there shall be a target figure for each of the three Professorial ranks which shall be the average salary for the particular professorial rank at the University on the date the increment is to be effective. In each year, the total of all funds available for distribution in the program shall be divided by the total salary of all eligible tenured individuals in the professorial ranks

and the parallel librarian ranks#. The percent thereby obtained shall be multiplied by each eligible faculty member and librarian's eligible salary to obtain the base salary increment which moves them toward, to, but not beyond it. (Funds which cannot be received because the target would be exceeded shall be added to the available funds and the distribution recalculated until all funds are distributed.) In the 1983-84 year, eligible individuals are those who are below the indicated target figure for their rank, who are tenured at the University and who have at least one year in rank and three years in the unit at the University of Lowell on the date the payment becomes effective; in subsequent years, eligible individuals are those tenured persons with at least two years in rank and two years in the unit on the date the payment becomes effective, and who are below the indicated target figure for the relevant rank.

Available funds for the rank-merit target program shall be: on 4/1/84, .9% of the total full time unit employee equivalent salary amount as of that date plus the residual amount from the College Merit calculation as set forth in B.1.d. above; on 9/25/84, .625% of the total full time unit employee equivalent salary amount as of that date plus the residual amount from the general salary increase made available on that date and the residual amount from the College Merit calculation as set forth in B.1.d. above; and on 6/30/85, .625% of the total full time unit employee equivalent salary amount as of that date plus the residual amount from the general salary increase made available on that date and the residual amount from the College Merit calculation as set forth in B.1.d above. Each payment shall be paid effective those dates and calculated before rates are augmented by the other distributions payable on those dates. In subsequent years, it is the expectation of the parties that the program should continue, that the higher of either the University or the national averages for professorial ranks at all Doctoral granting universities as published by the AAUP should be the target figures and that the program should be funded, at a minimum, from the residual amounts from sums made available for general salary increases as such residues occur under established processes.

Full Professor target applies only to Librarians IV who achieve that rank through the available route requiring a D.L.S. For Librarians IV who achieve that rank through the available route not requiring possession of a D.L.S. the target figure shall be reduced by ten percent.

F. University Salary Review Merit Recognition

Salary review shall be a long run University Merit process that permits adjustment of an individual faculty members salary.

1. Availability

It shall be available in the following situations:

a. At Or Above Target Figure

At the time the program goes into effect, Assistant, Associate or Full Professors who are at or above the target figure at that time are eligible to apply if they have held their rank for at least three years.

Assistant, Associate, or Full Professors who are initially below their rank target figure become eligible to apply for salary review during the next review cycle which follows the time when they first reach or exceed the target for their rank and shall remain eligible for such consideration, under the provisions of this article, while at that rank.

In both instances, such individuals may seek review on the grounds that the level of meritorious academic distinction they have achieved based upon their current and continuing level of achievement, their career-long record of accomplishment and/or their "personal market value" based upon the salaries paid for individuals of their level of accomplishment in their particular academic areas at comparable universities is not reflected in their salary rate and that therefore, an increase is warranted. Since promotion is the recommended method for improving one's professional academic position, there shall be a presumption against salary review applications from contractually promotable individuals. Since at the Full Professor rank, applications shall claim a level of distinction and "value" such as to justify an increase to a point beyond the target figure, (which is expected to be at or near the national average salary for Professors at all Class 1 doctoral granting universities), they shall therefore be very carefully evaluated in light of conditions, standards and salary rates at universities of quality across the nation.

b. Persons hired under the exception for new hires

Such persons who have been members of the unit for at least one year but no more than three years, may apply on the grounds that the special considerations which led to their hiring above rank maximum continue to prevail and should be given stability.

c. Persons regardless of rank, who achieve the distinction of obtaining a terminal credential in a critical area where such credentials are generally recognized to be extremely scarce in comparison to the demand.

Such persons may apply on the grounds that the receipt of the credential has produced a sudden radical alteration in their personal situation.

d. Persons who submit resignations because of salary inadequacy.

Persons at any rank, including persons who are below their rank target figure, who believe nonetheless that their level of distinction, credentials and accomplishment in their academic area (i.e. their personal "market value") is so out of line with their salary that they cannot wait for incremental adjustment through time and who submit with their application for review a legally binding letter of resignation effective at the end of the academic year and revokable only by mutual consent of the individual and the University.

2. Salary Review Process

a. Process for Determining Whether or Not Review Shall Take Place

Individuals apply for Salary Review through and simultaneously with the promotion process. Applications shall include full documentation as to career achievements, salary history including current salary level, a written statement setting forth the individual's argument for review and augmentation, and any other appropriate material in support of the claim. After considering promotions and tenure, the various recommending authorities in the promotion and tenure process shall consider applications for salary review and shall make a positive or negative recommendation as to whether or not a Salary Review seems warranted. [In the first year of the Agreement only, application shall be made by April 20th with notice to the College Dean and the Vice President for Academic Affairs; since the early stages of the promotion process will have already occured at the time this Agreement is adopted, the requirement of recommendations by the Department Personnel Committee and he College Personnel Committee will be waived for this year only.] The President of the University, after reviewing the recommendations of the recommending authorities below him shall decide to recommend or not recommend a Salary Review by a Salary Review Panel.

b. Salary Review Panel

If he so recommends, the matter shall go before a Salary Review Panel: a faculty member or academic administrator from this or another University appointed by the President of the University, a faculty member or academic administrator from this or another University appointed by the MSP, and a faculty member or academic administrator from another university selected by the first two. If the panel believes an individual's current salary level is adequate, they shall recommend no change. If they believe it is inadequate, they shall recommend an appropriate increment. If the existing salary is below rank maximum, they may recommend an increment (normally in the approximate size of a promotion increment) that does not produce a salary in excess of rank maximum which shall go on base without time limit, and/or, they may recommend an appropriate temporary increment which may produce a salary as high as rank maximum plus 20%, but which shall go on base for a three year period only. [That part of such individuals' salary which is a temporary increment, be it above or below maximum, shall not be eligible salary under the provisions or this Agreement, although the funds represented by such increments shall be a part of the total full time unit employee equivalent salary amount. For this latter type of increment, at the end of three years, the individual's base salary shall be reduced by the amount of such temporary salary review increment, provided that, the increment, or a lesser one or a greater one (though not exceeding rank maximum plus 20%) may be renewed, but only through another Salary Review process with a positive outcome.

The panel recommendation shall go to the President who shall review it, and send his recommendation (accept, reject, something in between) to the Board of Trustees.

If a panel fails to recommend an increment it need not give reasons. If it does recommend an increment, it shall indicate in a brief written statement what considerations led to its decision. The panel shall make systematic comparisons and sustain claims for salaries above the rank averages only when justified by broad regional or national practice. (Demonstration that some particular individual at the University of Lowell or elsewhere with arguably inferior qualifications is receiving a higher salary than the applicant shall not in and of itself justify augmenting the applicant's salary). The panel shall also consider the actions of previous Salary Reivew Panels. It shall be permissible for the panel to arrange to confer with the President, or vice versa, but either the President

or the panel may decline to participate in such conferences.

In any given year, there shall be one panel per applicant, or one panel for all applicants or any combination of panels and applicants as the President of the University, in his sole discretion, shall deem advisable.

c. Grievances

The MSP may grieve what it believes to be significant procedural violations only. Decisions of lower level recommending authorities and decisions of Salary Review panels shall not be grievable. Decisions by the President and the Board shall be exercises of academic judgment and grievable only to the extent the Agreement permits in such instances. (It is specifically understood that Presidential judgments arising from the need to adjust awards to fit available funds are a form of academic judgment.)

3. Limitations on Salaries Above Maximum

Increments awarded through the Exception for New Hires and the Salary Review Individual Merit Recognition Process may, for a period of time, produce salary rates above the Rank maximums listed previously in this Article. However, the total number of unit members who shall, at any given time, and for whatever reason, receive salaries above the maximum rank levels stated in this Agreement shall not exceed five percent of the unit.

[Individuals who received University Merit Awards under the process in the previous Agreement which put them above rank maximum shall be permitted to continue to retain on base the dollar amount above maximum represented by such awards, notwithstanding the maximums in the schedule in C. above, but such above-maximum amount shall not be eligible salary as defined elsewhere in this Agreement.]

4. Limitation on Application

No person may apply for salary review more than once every three years under category a. above, regardless of the results of previous applications. Application under b. may occur once during the specified initial period and if granted, re-application may occur once every three years as long as renewal occurs. Application under c. may occur once for each critical credential at issue. Application under d. may occur in any year when the conditions there set forth are met. In all instances, increments awarded are subject to available funds.

5. Funding for Increments

On September 30, 1984 base increment funds equal to .375 percent of the total full time unit employee equivalent salary amount as of that date, prior to augmentation by other increases payable on that date, shall be made available for "temporary" increments payable under Salary Review program. On June 30, 1985 base increment funds equal to .375 percent of the total full time unit employee equivalent salary amount as of that date, prior to augmentation by other increases payable on that date, shall be made available for "temporary" increments payable under the Salary Review program. Awarded increases shall take effect at the discretion of the President of the University. The funds herein provided may be augmented with other available GI funds by the President, in his discretion where such action is not in conflict with this Agreement, and utilized for "temporary" or "non-temporary" increments. Any payout residuals produced by this Agreement in any fiscal year not otherwise allocated by its specific provisions, also shall be utilized for this purpose.

G. Salary Adjustment for Individuals on Leave and Temporary Part-Time Status

The following provisions control and supercede any prior policy to the contrary, if any.

1. Individuals on Sabbatical Leave

Individuals who are on sabbatical leave during some part of an evaluation period which falls within the duration of this Agreement are entitled to share in all annual salary rate adjustments provided therein for which they would be eligible had they not been on sabbatical leave. Such members will be evaluated for their research, publication, and service achievements for the whole of the appropriate evaluation period and will be evaluated for their instructional effectiveness only during that portion of the evaluation period when they were not on sabbatical leave. It is understood that actual salary adjustment payments will be in accordance with established sabbatical leave payment.

2. Individuals on Leave Without Pay

a. Non-Merit Salary Rate Adjustments

Individuals on leave without pay shall have their annual salary rates adjusted according to the provisions of this Agreement as if they were continuously employed and not on leave. However, any such adjustments shall not become effective until an

individual has been reinstated to the University payroll.

b. Merit Salary Rate Adjustments

Individuals on leave without pay during some part of an evaluation period which falls within the duration of this Agreement may be declared eligible for part or all of the merit salary annual rate adjustments provided therein if the leave activity is consonant with the purpose for which sabbatical leave may be granted. Declaration of such eligibility shall be at the sole discretion of the President.

If an individual is declared eligible for merit, he or she must be evaluated through the normal process for the appropriate evaluation period(s). Such an individual will be evaluated for his or her research, publication, and service achievements for the whole of the appropriate evaluation period and will be evaluated for his or her instructional effectiveness only during that portion of the evaluation period when he or she was not on leave.

In order to qualify for part or all of the merit provisions of this Agreement, an individual who has been on leave of absence without pay during part or all of an evaluation period herein prescribed must apply for merit consideration through the Vice President for Academic Affairs to the President and must include with his or her application a summary of professional leave activities.

The decision of the President concerning merit eligibility for an individual on leave without pay is not subject to the grievance provisions of Article VIII of this Agreement, and accordingly no grievance may be filed relative to such a decision.

3. Individuals Temporarily On Less Than Full Time Status

Individuals who are temporarily on less than full-time status as a result of a "buy out" arrangement which has been approved under provisions of this Agreement for the exclusive purpose of pursuing scholarly activities funded by external agencies through the University of Lowell are entitled to share in all salary rate adjustments provided by this Agreement for which they would be eligible if they were on full-time status. Such members will be evaluated for their research, publication and service achievements for the whole of the appropriate evaluation period and will be evaluated for their instructional effectiveness only during that portion of the evaluation period when

they teach. It is understood that the actual salary adjustments which are made for the period of less than full-time status will be in accordance with the individual's percent of reduction from full-time status.

Other Unit members who are granted temporary part time status by the Board of Trustees shall collect pro-rated salary increases during the period of temporary part time employment and shall be eligible to collect all full rate increases when full time status is resumed. Where the period of part-time employment is part of an evaluation period for merit, it shall be treated as a partial leave of absence and the individual may be declared eligible for all or part of the merit increase under the terms of 2.b. above.

H. Grievances

It is understood that all processes of College Merit recommendations and awards, base increments and Distinguished Achievement Recognition Awards; 2) University Salary Review Merit recommendations and awards except as specifically indicated above; 3) allocation of Contractual Educational needs funds; and 4) University Professorship and University Scholar recommendations and awards made under the relevant provisions of the Workload Article are not subject to the Grievance Procedure of this Agreement. No individual Unit member may file a grievance related to any of the above four categories. However, in the case of an alleged failure to follow procedures of this Agreement which significantly affects an entire Department or College, or in the case of an alleged failure to follow procedures of this Agreement which significantly affects an individual adversely in a capricious manner, the MSP, through its Executive Director, may file a limited grievance concerning procedure only, on behalf of a department or departments, a college or colleges, and/or an individual or individuals.

ARTICLE XX
SUPPLEMENTAL BENEFITS

A. Paid Leaves of Absence

1. Sick Leave

a. All Unit members shall be entitled to ten (10) days sick leave for each academic year of service. All librarians employed to work a twelve (12) month work year shall be entitled to fifteen (15) days of sick leave for each year of service. Sick leave will accrue monthly, according to parts i,ii, and iii below, for each payroll month served from date of hire.

(1) In the case of every member of the bargaining Unit entitled to ten (10) days of sick leave, accrual will be at the rate of one and one ninth (1 1/9) day for each payroll month of employment, and

(2) In the case of every member of the bargaining Unit entitled to fifteen (15) days of sick leave, accrual will be at the rate of one and one-quarter (1 1/4) day for each payroll month of employment.

(3) A Lecturer otherwise entitled to benefits also shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.

A renewal contract will be deemed a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

b. Sick leave shall be granted to a Unit member only under the following conditions:

(1) When he or she is incapacitated for the performance of his or her duties by sickness or injury;

(2) When through exposure to contagious disease the presence of the Unit member while performing his or her duty would jeopardize the health of others;

(3) In the case of serious illness of the spouse, child, parent of the Unit member or of a person living in the immediate household of the Unit member.

It is agreed that established practice shall be continued as to the following: calculating the number of days per week that a faculty member taking sick leave will be charged; non-allocation of sick leave credit during sabbatical leave; and permitting or restricting the use of sick leave and/or the sick leave bank in connection with (iii) immediately above.

c. Notification of any absence for the purposes set forth in subsection A.1.b. of this Article shall be given by the Unit member concerned to the President or his designee as early as possible on the first day of such absence. If such notification is not made, such absence may, at the discretion of the President or his designee, be deemed an unpaid leave of absence. For any period of absence on account of sickness, the President or his designee may require, for the purpose or additional evidence only, a physician's certificate for the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request therefore, such absence may be deemed, at the discretion of the President or his designee, to be an unpaid leave of absence.

Where an individual has provided the physician's certificate as described above and his/her illness continues for at least an entire monthly pay period, the President of the University (and not a designee) may condition the granting of further sick leave (or the use of the sick leave bank) upon the individual"s submitting to examination by a physician of the University's choosing at its expense, at a place and time reasonably convenient to the unit member. If there is a conflict bweteen the member's physician and the University's physician, the dispute shall be promptly settled by a physician agreed upon jointly by the University and the MSP/MTA, cost to be born jointly by the University and the member. If this third physician concludes that the individual is not too sick to work, no futher sick leave will be granted nor need it be further granted if the individual is clearly being uncooperative or evasive.

d. Sick leave not used in any year may be accumulated.

e. The previously established Sick Leave Bank, shall continue to be maintained for the benefit of all those Unit members who shall have chosen, pursuant to the term. of this Agreement, to be members thereof.

Within thirty (30) days after the effective date of this Agreement or, in the case of any Unit member first employed after such date, then on or before the date on which such Unit member is first entitled to personal sick leave, a Unit member may become a member of the Sick Leave Bank by assigning one (1) day of his or her accumulated personal sick leave to the Bank. Forms for this purpose shall be made available to Unit members in the Personnel Office.

During the term of this Agreement, a Unit member who is not a member of the Sick Leave Bank may become so by assigning to the Bank, during the month of September, one (1) day of his or her accumulated personal sick leave.

No Unit member shall be entitled to become a member of the Sick Leave Bank except as hereinbefore proviced.

The Director of Personnel shall maintain a Sick Leave Bank Register which shall provide a membership listing and the number of Sick Leave days accumulated in the Bank.

Five (5) days after the exhaustion of his or her accumulated paid leave a member of the Sick Leave Bank may draw upon the Sick Leave Bank. A Unit member drawing upon the Sick Leave Bank is entitled to accumulate personal sick leave in accordance with the provisions of the foregoing paragraph except that the amount of such sick leave shall accrue in its full amount to the Sick Leave Bank, not to the Unit member

Whenever the accumulation of sick leave days in the Sick Leave Bank shall fall below fifty (50) days, the Director of Personnel or his/her designee shall notify the members of the Sick Leave Bank. (A copy of such information also shall be automatically transmitted to the Executive Director of the MSP.) Any member of the Bank wishing to remain a member thereof shall, within fifteen (15) days after the giving of such notice by the Director of Personnel, assign one (1) additional day of his or her accumulated personal sick leave to the Bank; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted his or her accumulated personal sick leave on the date of the giving of such notice, shall assign such additional day within fifteen (15) days after the date on which such member is entitled to personal sick leave; and provided further that such member shall retain all of his or her rights in the Bank until such period for assigning an additional day shall have expired.

The Director of Personnel shall inform each member of the collective bargaining Unit on or before September 15 of each year of the number of his or her accumulated sick leave days as of September 1 of that year. A copy of such information shall be transmitted to the President of the Society, at his/her request.

f. Individuals who are retrenched pursuant to the provisions of Article XVIII of this Agreement and are later re-employed shall be credited with their sick leave credits as they existed at the termination of their previous service. In addition, any such individual shall be entitled to draw on the Sick Leave Bank, if he or she was so entitled on the date on when he or she left the employ of the University.

g. A Unit member who receives disability compensation which is provided by statute and is entitled to any individual sick leave allowance may take such of his or her individual sick leave allowance payment as, (when added to the amount of the disability compensation provided by statute) will result in the payment of his or her full salary. The Sick Leave Bank shall not be used for this purpose.

h. A Unit member having accumulated sick leave credits who is injured while in the performance of his or her duty, and such injury results or could result in a claim under Chapter 152 of the General Laws (Workmen's Compensation Act), shall be paid for sick leave up to the extent of his or her accumulated sick leave credits or until payments under the Workmen's Compensation Law begin. Any adjustments due to a Unit member because of the effects of this provision shall be made thereafter. The Sick Leave Bank shall not be used for this purpose.

2. Funeral Leave

Upon evidence satisfactory to the Board of Trustees or its designee of the death of the husband, wife, child, brother, sister, parent, or spouse's parent, of any Unit member, or other person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) consecutive work days.

3. Military Leave

a. Every Unit member shall be entitled, during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, or during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore,

without loss of his or her ordinary remuneration and also shall be entitled to all leaves of absence provided in this Agreement.

Any Unit member who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty not exceeding seventeen (17) days shall be subject to the provision of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, and amendments thereto.

b. Any Unit member who, on or after January 1, 1940, shall have tendered his or her resignation, or otherwise terminated his or her employment, for the purpose of serving in the military or naval forces of the United States and who does or did so serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such Unit member shall be deemed to have resigned or to have terminated his or her employment, until the expiration of two (2) years from his or her termination of said military or naval service.

c. Leave of absence with pay shall be granted to Unit members on the occasion of appearances before local draft boards or draft appeal boards, or for physical examinations ordered by said boards.

d. A Unit member who is rejected by the armed forces of the United States shall be granted leave of absence with pay from the time at which he or she is ordered to report to the draft board until the time of his or her rejection, and, in addition, for such period of time, not to exceed forty-eight (48) hours, as may be required for travel in connection herewith.

4. Court Leave

a. Unit members who are called for jury duty shall be granted court leave. Notice of service shall be filed with the Vice President for Academic Affairs upon receipt of summons.

b. If jury fees received by a Unit member amount to more than his or her regular rate of compensation, he or she may retain the excess of such fees and shall turn over the egular rate of compensation, together with a court certificate of service, to the President, and shall be deemed to be on leave of absence with pay. If the jury fees amount to less than the Unit member's regular rate of compensation, he or she shall be deemed to be on leave of absence with pay and he or she shall turn said

fees over to the President with a court certificate of service.

c. Expenses reimbursed by the court for travel, meals, room, etc., shall be retained by the Unit member and shall not be considered part of the jury fees.

d. Unit members who are summoned to appear as witnesses on behalf of any town, city, county, state or the federal government shall be granted court leave; provided, however, that if any Unit member is summoned to appear as a witness because of the duties of an additional position, whether on part-time or not with a city, town, county, or federal government or otherwise, such Unit member shall not be granted court leave with pay. Notice of service shall be filed with the President upon receipt of summons.

e. Witness fees and all other fees, except jury fees, received for service during office hours shall be paid to the President. Whenever a Unit member is called for jury duty or appearance occurs during his or her vacation, there will be no necessity to account for any fees received during such period.

f. Expenses reimbursed the Unit member for travel, meals, room hire, etc., shall be retained by the Unit member and shall not be considered as part of the witness fees.

g. When a Unit member has been granted court leave for jury or witness service and is excused by proper court authority, he or she shall report back to his or her official place of duty whenever the interruption in jury or witness service will permit four (4) or more consecutive hours of employment.

h. Court leave shall affect no employment rights.

i. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

5. Other Leave

Such other leaves as are herein authorized also shall be available to Unit members, provided that whenever the granting of any such leave is discretionary, such discretion shall be exercised by the President or his designee.

a. To permit Unit members who are veterans to pay tribute at the funeral in Massachusetts of veteran dead, the President shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating in such services.

b. Unit members shall be entitled to leave of absence with pay for loss of time due to prophylactic innoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the Board or its designee shall immediately initiate a workmen's compensation claim and further payments because of such prophylactic innoculation shall cease.

c. Unit members shall be entitled to leave of absence with pay for the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.

d. Leave of absence with pay may be granted for the following absence:

(1) Red Cross Blood donations,

(2) Oral and written examination for the State service conducted by the Division of Civil Service or the Division of Registration,

(3) Physical examination for the State service or the Division of Registration,

(4) State Retirement physical examinations,

(5) Hearings in Industrial Accident cases as the injured person or as a witness therein.*

6. Exclusions from Leave Deduction

Upon the written application of a Unit member through his or her Department Chairperson, the President of the University or his designee, may grant such Unit member permission to attend a convention, meeting of a learned society, or other professional function without loss of compensation.

*Any witness fees received by such injured person or witness shall be refunded to the Board.

7. Vacation Leave for Librarians

All full-time librarians, of whatever rank, shall be entitled to an annual vacation leave. Vacation leave shall be taken in accordance with a schedule which shall be established by the Director of Libraries and subject to the approval of the Vice President for Academic Affairs or his designee.

Librarians shall be eligible for vacation leave subject to the following provisions:

a. Beginning at the end of the first payroll month (hereinafter in this Article "month") of employment, vacation leave with pay shall be credited to full-time librarians at the end of each full month of employment, as follows:

Length of continuous full-time "creditable service" as of the end of each applicable month:	Vacation Leave Accrued:
Less than ninety six (96) months (8 years) in service of the Commonwealth;	1+5/6 days per month (total of 22 days per year).
Ninety-six months (96), but less than one hundred ninety-two months (16 years) in service of the Commonwealth;	1+9/10 days per month (total of 23 days per year).
One hundred niunety-two (192) months, but less than three hundred (300) months (25 years) in service of the Commonwealth;	2 + 1/12 days per month (total of 25 days per year).
Three hundred (300) months (25 years) or more in service of the Commonwealth.	2+1/6 days per month (total of 26 days per year).

(1) For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day of the first full month at the University of Lowell where rendered, and all service thereafter becomes, "creditable service" proviced there has not been any break of three (3) years or more in such service as rererred to in Section 1. of this Article. In computing a librarian's vacation status, all "creditable service" from the first working day of the first full month at the University of Lowell up to the end of each full payroll month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credit for such month. Anything in the foregoing to the contrary notwithstanding, a librarian shall, on the effective date of this Agreement, be deemed to have that "creditable service", if any, which he/she had at the termination of the predecessor Agreement.

(2) For the purpose of this Article, the phrase "in service of the Commonwealth" shall mean service in any department/agency of the Commonwealth and/or service at the University or other segment of public higher education in the Commonwealth. It shall not mean service in any political subdivision of the Commonwealth or service for any other public or private employer.

b. Vacation leave accrued during any month shall be credited on the last day of the month based on the librarian's full-time equivalent status on that date and shall be available for use the following day.

c. A full-time librarian on Leave Without Pay and/or Absent Without Pay for two (2) or more cumulative days in any month shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service".

d. A librarian who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

e. The Appointing Authority shall grant vacation leave within twelve (12) months after it is credited, unless it is impossible or impracticable to do so because of work schedules or emergencies.

From and after the effective date of this Agreement and until August 31, 1984, there shall be no limit on the vacation credit a librarian may carry. Effective September 1, 1984, no librarian shall carry more than sixty four days of vacation leave credit without the prior mutual agreement of the librarian and the Vice President for Academic Affairs. Any librarian who has available unused vacation leave, and who, because of the provisions of this Article (Vacation), would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation leave would be lost if not taken.

f. Absences on account of sickness in excess of the authorized sick leave provided in this Agreement, may be charged, unless otherwise notified by the librarian, to vacation leave, if any.

g. Upon the death of a librarian who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had been accrued prior to the librarian's death but which had not been used by the librarian up to the time of his/her separation from the payroll, provided that no monetary or other allowance has already been made therefore; and provided further that in the event of a librarian's death prior to September 1, 1984, payment shall be made for any accrued but unused vacation leave in an amount equal to twelve month's vacation accrual calculated as of July 1, 1983, plus any vacation leave accrued monthly from July 1, 1983, to the date of separation from the payroll.

h. A librarian who is eligible for vacation under this agreement, whose services are terminated for any reason, excluding dismissal for cause shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used, provided that no monetary or other allowances had already been made therefore, and provided further that a librarian whose services are terminated for any reason, excluding dismissal for cause, prior to September 1, 1984, shall receive payment for any accrued but unused vacation leave credited as of July 1, 1983, plus any vacation leave accrued monthly from July 1, 1983, to the date of separation from the payroll.

i. A librarian who is reinstated or reemployed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Appointing Authority is secured for any of the following reasons:

(1) Illness of the librarian;

(2) Dismissal through no fault or delinquency attributable solely to the librarian; or

(3) Injury while in the service of the Commonwealth in the line of his/her duties and for which the librarian would be entitled to receive Worker's Compensation benefits.

j. Vacation leave shall accrue to a librarian while on a Leave With Pay status or on Industrial Accident Leave.

k. Vacation leave accrued following a return to duty after Leave Without Pay or Absence Without Pay shall not be applied against such leave or absence.

l. A librarian who is on Industrial Accident Leave, who has available unused vacation leave, and who because of the provisions of Section E of this Article would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation would be lost if not taken.

m. Nothwithstanding the above, all librarians hired before July 1, 1980 shall receive twenty five vacation days after ten years of service.

8. Holidays

a. The following shall be holidays for librarians:

New Year's Day
Martin Luther King Day
Washington's Birthday
Evacuation Day *
Patriot's Day
Memorial Day
Bunker Hill Day *
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

*Only in Suffolk County
Note Section c. below.

b. A librarian required to work on a holiday shall receive one (1) compensatory day off with pay or if a compensatory day cannot be granted by the Appointing Authority because of a shortage of personnel or other reason then he or she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for the holiday worked.

c. A librarian not otherwise entitled to the Suffolk County holidays, pursuant to Section A above, and who is scheduled to work on such holidays shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Additionally, a librarian who is not scheduled to work on a Suffolk County holiday, if the librarian's usual workweek is five (5) or more days, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Such day off may be taken at a time designated by the librarian and approved by the Appointing Authority, but usually on or within sixty (60) days after the holiday.

d. Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the provisions of this Article.

9. Paid Personal Leave

Commencing with and effective July 1, 1984, on each July 1, every member of the bargaining unit who is employed to work a twelve (12) month work year shall be credited with three (3) personal leave days which may be taken during the following twelve months at a time or times requested by the employee and approved by the Associate Vice President for Academic Affairs or his designee. Any such leave when so taken shall be taken without loss of pay. Any personal leave not taken by June 30 of the year in effect will be forfeited by the member of the bargaining unit.

B. Unpaid Leaves of Absence

1. Professional Leave

Upon application of a Unit member a recommendation by the President of the University, the Board or its designee may grant to such member leave without pay for such term, upon such condition, and for such purpose as the Board or its designee may determine. The purposes for which a Unit member may submit his or her application for unpaid leave may include, but shall not be limited to the following:

a. Advanced Study

b. Participation in exchange teaching programs in other states, territories, and countries;

c. Participation in a cultural program related to his or her professional responsibilities; and

d. Service in a public office in which he or she has been elected or appointed, and for such other purposes as may be allowed under the laws of the Commonwealth.

Any Unit member granted an unpaid leave of absence shall retain those benefits accrued during the period of his or her leave which are permitted by statute and policies of the Board of Trustees.

A Unit member granted professional leave without pay shall submit in writing to the President a summary of the professional activities pursued during such leave.

2. Maternity Leave

Any full-time female Unit member who has been employed at least three (3) consecutive months and who has given notice at least two (2) weeks prior to her anticipated date of departure, and who has given notice of her intention to return, is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth. Such leave shall be without pay for such period. Such unpaid leaves of absence may, at the discretion of the Board of Trustees and upon the request of the individual, be extended for such period as the Board may deem appropriate.

Any Unit member taking such a maternity leave, upon her return to work, will be restored to her previous position or a similar position, with the same status, pay and seniority; provided, however, that any such member shall be subject to all the provisions of Article XXI of this Agreement concerning salary adjustments while on leave.

Accrued sick leave benefits shall be provided for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities. Apart and above any consideration of disabilities a female member may apply up to eight weeks of personally accrued sick leave pay for maternity leave but may not use the Sick Leave Bank for such purpose.

The maternity leave time shall be construed as creditable service for purposes of vacation leave, sick leave, and seniority time.

3. Parental Leave

Upon written application to the President, including a statement of reasons, any full-time Unit member who has been employed at least three (3) consecutive months and who has given notice at least two (2) weeks prior to his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave from such employment for a period not exceeding one academic year; provided, however, that whenever such leave when so granted will terminate during the course of an academic semester, the President may, at his sole discretion, require that such leave shall terminate at the end of the semester during which it would otherwise terminate. Such leave shall be without pay for such period.

The purposes for which a Unit member may submit his/her application for such unpaid leave may include, but shall not be limited to:

a. The need to care for, or to make arrangement for the care of a minor dependent child of the Unit member, whether or not such child is the natural, adopted or step-child of such member; or

b. To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted, or step-child of such member.

Any Unit member taking such a parental leave, upon his/her return to work, will be restored to his/her previous position or a similar position, with the same status, pay, and seniority; provided, however, that any such member shall be subject to all provisions of Article XXI of this Agreement concerning salary adjustments while on leave.

A Unit member on parental leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the parental leave, such member shall regain his or her right to sick leave.

The Board shall continue to cover all employees of the bargain ng Unit under the plan now in effect during the term of this Agreement, pursuant to the provisions of Chapter 32A, Sections 5, 6, 8, 10, and 10A of the General Laws.

2. Health and Accident Insurance

The Board shall continue to cover all employees of the bargaining Unit uncer the plan now in effect during the term of this Agreement, pursuant to the provisions of Chapter 32A, Sections 5, 6, 8, and 10A of the General Laws; provided, however, that any legislation which is enacted during the term of this Agreement and by which it is provided that the Commonwealth shall pay an increased share of the premium payable in respect of any Unit member covered by the terms of the Group Health Insurance Plan shall be deemed to amend this Section C. 2. to the extent that such legislation is applicable to such faculty member.

The Commonwealth shall pay eighty percent of the monthly premium rate for the Group Health Insurance Plan effective July 1, 1977. Effective January 1, 1978, the Commonwealth's contribution shall increase to 85% and effective January 1, 1979 the Commonwealth's contribution shall increase to 90%.

3. Workmen's Compensation

The members of the bargaining Unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

D. Tax Deferred Annuities

The Board of Trustees shall continue its policy of permitting the purchase of annuities by Unit members pursuant to the provisions of Chapter 15, Section 16A of the General Laws.(Cf. Support Services Article.)

E. Travel Expenses

Subject to the following provisions, all Unit members shall be compensated for travel expenses for which prior authorization has been given by the President or his designee:

1. For expenses incurred for travel that is required in the discharge of a Unit member's prescribed duties and that is authorized as such by the President or his designee, a Unit member shall be reimbursed as follows:

a. Employees authorized to use their own cars in the course of their work shall receive 20¢ per mile. Effective July 1, 1984, this reimbursement rate shall be 22¢ per mile. If a higher rate is approved by the state during the life of this Contract, it shall be allowed. Parking and tolls are reimbursable, upon submission of receipts, in addition to the regular statewide mileage rate. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares shall be allowed.

b. Effective July 1, 1983, employees authorized to travel for more than twenty-four hours in connection with their employment shall be reimbursed for reasonable lodging expenses, including reasonable tips, and for meal expenses, including tips, not to exceed the following:

Meals	Maximum Allowance
Breakfast	$2.50
Lunch	$4.00
Dinner	$7.00

Unit members are not entitled to the above lunch allowance for travel of less than twenty-four hours.

c. On the first day of assignment to travel duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment commences after six a.m., for lunch if such assignment commences after twelve noon, or for supper if such assignment commences after ten p.m.

d. On the last day of assignment to travel duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment ends before six a.m., for lunch if such assignment ends before noon, or for supper if such assignment ends before six p.m.

e. For travel of less than twenty-four hours commencing two hours or more before compensated time employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four hours ending two hours or more after compensated time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four hours.

f. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment whichever is less.

2. In order to facilitate and encourage participation by Unit members in professional conferences, meetings and other activities related to the performance and development of their role as professionals the Board shall, in accordance with past practice but only insofar as it is possible and feasible to do so, pay, in whole or in part, such travel expenses as shall have been incurred by any Unit member for the foregoing purpose, but only such expenses as set forth in paragraph 1 above, plus conference fees as may be permissible.

   a. Every request for reimbursement made pursuant to the provisions of paragraphs 1 and 2, shall be made on such form and, subject to the foregoing provisions, in such manner as may be from time to time approved by the President or his designee.

   b. The President or his designee shall, at his sole discretion, determine whether and in what amount any monies shall be paid to any Unit member as reimbursement for travel expenses pursuant to the provisions of this paragraph

   c. Nothing in this paragraph 2. shall be deemed to derogate from the right of the Board or its designee to allocate travel monies to departments or programs within the University in such manner and subject to such criteria as the Board or its designee may deem appropriate.

F. University Tuition Waiver

The spouse and/or child or children through age 25, including any adopted or step-child or children, of any member of the unit; and the spouse and/or any such child or children of any tenured unit member deceased or retired early due to disablement, who shall be admitted as a student in the regular day program or in any regular program of Continuing Education at the University of Lowell shall be entitled to enroll as a student in such program without the payment of tuition.

Any such persons who are matriculating at the University of Lowell on such basis at the time a member retires, may so continue. And the President, in his discretion, may extend the entitlement contained in the above paragraph to dependents not matriculated at the time of retirement where such extension, in his sole judgment, facilitates an early retirement.

G. Tuition Remission Reciprocity: All Public Higher Education Institutions:

1. Unit Members

In addition, any member of the bargaining unit who shall have been admitted as a student at any institution of public higher education in the Commonwealth of Massachusetts, excluding the program for the Doctor of Medicine degree at the University of Massachusetts Medical School, shall be enrolled to matriculate as a student without the payment of tuition, provided however that in the case of any course or any program of Continuing Education, tuition shall be in the amount of 50% thereof, (except at at the University of Lowell where it shall be waived in its entirety, including tuition for non-credit Community Service courses but admission to the latter shall be on a space available basis and subject to reasonable administrative procedures.) The right of non-faculty unit members to take courses at the University of Lowell during regular working hours shall be subject to reasonable restriction. Tuition remission at other institutions of Public Higher Education is subject to reasonable Board of Regents administrative procedures and guidelines.

2. Spouses and Dependent Children: Academic Years 1984-85, and 1985-1986

Effective for the academic years 1984-85, and 1985-1986, the Board of Regents acting through the Chancellor agrees to develop and implement a policy of tuition remission applicable to all unit members, their spouses and dependent children, which shall provide for full tuition remission in all institutions of public higher education in the Commonwealth exclusive of the University of Massachusetts Medical School, and which shall, additionally, make provision for tuition remission in courses in continuing education.

The policy shall be of application not later than the first semester of the 1984-1985 academic year, and shall not be diminished thereafter during the term of this agreement. In formulating this policy, the Chancellor shall equalize reciprocal tuition waiver entitlements for University faculty, their spouses and dependents.

H. Recreational Facilities

The University agrees to continue past practice relative to the free use of its recreational facilities by Unit members.

I. Health and Welfare Trust Fund

1. Creation of Trust Agreement

The parties agree to establish a health and welfare fund under an Agreement and Declaration of Trust to be drafted by the employer with imput by the union and executed by the MSP/U-Lowell or its specific designee and the employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") shall provide for a Board of Trustees composed of an equal number of representatives of the Employer and the Union, and shall be executed within 60 days of the signing of this Agreement.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

2. Funding

a. Effective January 1, 1984 the Employer agrees to contribute on behalf of each full time unit member equivalent the sum of two dollars per calendar week.

b. Effective December 30, 1984, the rate of contribution will increase to four dollars per week per full time employee equivalent.

c. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five days following the end of a calendar month.

3. Non-Grievable

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in this Agreement.

4. Employer-NSP/U-Lowell Liability

It is expressly agreed and understood that the Employer and the NSP/U-Lowell and their agents do not accept, nor shall they be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund, and that the employer's obligation to pay shall be limited to the contributions indicated under Section 2 above.

5. Funding or Organization Delays

The parties agree that all funds here contracted for shall be paid, even if initially delayed.

ARTICLE XXI

SABBATICAL LEAVE

A. Eligibility

Upon the written recommendation of the President of the University, the Board of Trustees may grant a sabbatical leave of absence to a faculty member who has served as such at the University or its predecessor institutions# for at least seven consecutive* academic years following initial employment or termination of previous sabbatical leave. Subject to the provisions specified by the "Memorandum of Agreement for Sabbatical Leave of Absence", herein attached as Appendix A-7, sabbatical leave may be granted to a faculty member for a period of one year at half pay or for a period of a half year at full pay.

B. Criteria

The criteria for sabbatical leave include but are not limited to the following.

1. Specific plans for study and research,

2. The earning of a terminal degree,

3. The retraining of a faculty member to meet current University needs,

4. Scholarships and/or fellowships.

The validity of a specific proposal shall be judged by the faculty member's department and College Dean.

C. Request for Sabbatical Leave

1. Application Deadline

A faculty member who wishes to be considered for sabbatical leave shall make written application to his or her Department Personnel Committee between September 1 and September 10 of the academic year preceeding the academic year in which sabbatical leave is requested.

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*An approved leave of absence to a full-time faculty member or librarian shall not be counted as a year of service and shall not be construed as a break in consecutive years of service with the University.

#Individuals who transferred to the University from Boston State College after the closing of that institution may credit time at that institution toward the time requirements of this Article.

2. Application Requirements

Applications for sabbatical leave shall set forth the following:

a. The date on which the faculty member will have completed seven continous years of service in the University of its predecessor institutions or, if sabbatical leave has been granted previously, the date on which the faculty member will have completed seven years of continuous service after termination of such prior leave;

b. The period for which sabbatical leave is requested;

c. In detail, the nature of the activity which is planned during the sabbatical leave and its relationship to the applicant's objectives and his or her role at the University;

d. The place(s) where the sabbatical leave activity is expected to take place; and

e. Disclosure of all financial compensation relative to the purpose for which sabbatical leave has been requested including, but not limited to grants, fellowships, and teaching.

D. Procedure and Time Table for Approval of Sabbatical Leave Requests

1. Department Personnel Committee

The Departmental Personnel Committee shall review applications for sabbatical leave promptly and shall reach decisions concerning the granting and prioritizing of sabbatical leave requests. These decisions shall be submitted to the Dean of the College, together with a departmental impact statement, by September 30 of the academic year preceeding the year in which sabbatical leaves have been requested. The departmental impact statement shall explain how the concerned department must be compensated for the absence of each sabbatical leave applicant and shall specify the means by which such compensation must or can be provided. Compensatory actions may include but need not be limited to the following:

a. Incr ased workload of other department faculty members,

b. Increased class sizes,

c. Staggering of courses on a semester basis,

d. Postponement of an applicant's courses, and

e. Team teaching.

Insofar as possible, each department should attempt ot compensate for tne absence of a sabbatical leave applicant by means of its own resources.

2. College Dean

Upon receipt of the names of sabbatical applicants so recommended by departmental personnel committees, the Dean of the College shall review department recommendations and shall establish a priority list of names of recommended individuals. The Dean shall forward his or her recommendation to thr Vice President for Academic Affairs by October 10 of the academic year prior to the year in which sabbatical leaves have been requested. The Dean's recommendation shall contain an impact and resolution statement for the College.

3. Vice President for Academic Affairs

Upon receipt of sabbatical leave recommendations from college deans, the Vice President for Academic Affairs shall forward to the President by October 25 those sabbatical leave requests which he has approved. The recommendations of the Vice President for Academic Affairs shall include an impact and resolution statement for the University.

4. President

The President shall transmit by November 10 those sabbatical leave requests which he has approved to the Personnel Committee of the Board of Trustees.

5. Board of Trustees

The Board of Trustees shall act upon recommendations of the President by December 15.

E. Appeal of Denial of Sabbatical Leave Request

If a request for sabbatical leave is not positively recommended at any level of the review process, the faculty member may appeal the negative recommendation to the next highest level, up to and including the Board of Trustees.

F. Funding Associated with Sabbatical Leaves

Although colleges of the University generally will have discretionary use of unused funds accruing from sabbatical leaves, the Vice President for Academic Affairs reserves the right to reallocate one half of the annual salaries of individuals on leave for the full year in order to fund necessary replacements for individuals who have been denied sabbatical leaves of one semester for reasons of replacement funding. To assure that the privileges of sabbatical leave will be available to all colleges in the University, regardless of their current resources, or to allow the granting of sabbatical leave under what might be defined as extraordinary circumstances, a college may petition for the use of funds in the "03" account to provide for temporary replacement of individuals who have applied for sabbatical leaves.

G. Savings Clause

Notwithstanding provisions of this Article to the contrary, the University and the Union agree jointly to seek a policy change or a legislative enactment, as may be appropriate, to achieve sabbatical leave conformity with customary practice in Higher Education..

H. Librarian Sabbatical

In recognition of the critical academic support function of librarians, the importance of their learning to the common academic enterprise, and the necessity of their having research opportunities in appropriate instances, it is agreed that there may from time to time be librarians highly qualified from a research standpoint with serious, appropriate and highly significant research projects pending who should and shall be eligible for a form of sabbatical leave opportunity. The application procedures, criteria, duration, etc. shall be formulated by the MSP librarian representative and the Director of Libraries, subject to the approval of the Vice President for Academic Affairs. provided that, notwithstanding anything else to the contrary, there shall be no appeal or grievance rights from the judgment of the Vice President for Academic Affairs as to whether or not a particular librarian sabbatical should be granted; his judgment shall be final.

ARTICLE XXII
APPROPRIATION BY THE GENERAL COURT

This Agreement shall be in full force and effect from and after July 1, 1983; provided, however, that nothing contained herein shall be deemed to impose on the Board of Regents any obligation the discharge of which may require the expenditure of moneys for which an appropriation may be required to be sought pursuant to General laws Chapter 15OE, Section 7, as amended, until such time as such appropriation shall have been duly made by the General Court pursuant to the said provision of the General Laws, and until such time as moneys so appropriated in the amounts requested by the Board of Regents pursuant to the said Section 7 shall have been allocated to the appropriate accounts of the University; and provided further that, notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to the said provision, or whenever such moneys have not been so allocated and the Regents shall have moneys allocable to the discharge of any obligation herein contained and any such moneys shall have been so allocated in the Regents' discretion, such obligation shall be discharged in such measure as such moneys so allocated shall permit.

Nothing herein shall discharge the Commonwealth from any obligation of contract.

ARTICLE XXIII

NO STRIKE CLAUSE OR LOCK OUT

A. No faculty member covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services, except as otherwise provided in Chapter 150E.

B. The MSP agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify, any strike, work stoppage, slowdown or withholding of services, except as otherwise provided in Chapter 150E.

C. Should any professional member or group of professional members covered by this Agreement engage in or attempt to engage in any lawful or illegal acts in the nature of a strike, work stoppage, slowdown, withholding of services, or other acts interfering with the access of others to the University premises, or access to equipment and material on the premises; or do any injury to any persons or property on or around the University's premises, or engage in any other acts prohibited by law or by this Agreement; the MSP shall promptly disavow any such acts or attempt to act, and shall use all reasonable means to induce the Unit member or group of Unit members to cease and desist all their illegal acts, and shall refuse to assist, aid or abet the individuals or groups engaged in unauthorized and illegal conduct.

D. The Board agrees not to lock out any Unit member during the term of this Agreement.

ARTICLE XXIV

DURATION AND EXTENT

A. Duration

This Agreement shall be effective for the period from July 1, 1983 (hereinafter called execution date) to June 30, 1986. The Parties agree to commence negotiations for a renewal Agreement on or before July 1, 1985.

B. Extent

The Regents and the MSP and its affilliates acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the applicable area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Regents and the MSP/MTA for the life of this Agreement each voluntarily and unqualifiedly waives their rights, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically refered to or otherwise secured or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both Parties at the time they negotiated or signed this Agreement, except for matters arising out of or resulting from the reorganization of higher education.

ARTICLE XXV

SAVING CLAUSE

If any of the provisions of this Agreement shall in any manner conflict or contravene any Federal Law, Statute, or the rules and regulations promulgated thereto, such provision shall be considered null and void and shall not be binding to the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

The Parties, upon the request of either party, may request a bargaining session to discuss the provision(s) which were declared null and void.

The provisions of this Article notwithstanding, the Parties may, by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article XXIV.

ARTICLE XXVI

AGENCY SERVICE FEE

A. Statutorily Based Provision: Unified Designated Agency Service Fee

As a condition of employment during the term of this Agreement, every member of the bargaining Unit who is not also a member of the Union shall pay or, by payroll deduction, shall designate and have paid to the said Union an agency service fee that shall be one hundred percent (100%) of the then current rate of dues, exclusive of special assessments, payable by a member of the said Union, the Board and the Union having hereby stipulated and agreed that the sum so payable is proportionately commensurate with the cost to the Union of collective bargaining and contract administration. Such fee so required to be paid shall be payable on or before the thirtieth (30th) day next following the beginning of employment of any such Unit member, on or before the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later. Such fee may be paid by payroll deduction. The fee shall be annually designated as such by the payer in accordance with the established administrative and fiscal practices of the MSP/U-Lowell. Individuals who pay a unified designated agency service fee are not union members.

Any other provisions of this Agreement to the contrary notwithstanding, every Unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Board; provided, however, that such dismissal shall be effected by notice promptly issued by the Board or its designee to such Unit member after the MSP/U-Lowell shall have notified the President that such Unit member has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such Unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Board or its designee shall grant such Unit member such opportunity to respond to the said notice as the Board may from time to time prescribe for the purposes of this provision.

Whenever such Unit member shall not have fulfilled the condition herein prescribed within the said fourteen (14) days, the Board shall act to dismiss such individual at the meeting next following the expiration of the said fourteen (14) days; provided, however, that the Board need not so act if such Unit member fulfills the said condition prior to the date of such meeting. (Cf Appendix A-3)

B. In Lieu of Unified Designated Agency Fee Payments:

Any bargaining unit member who declines to share in any respect the cost of the common undertaking represented by collective bargaining and contract administration activities may fulfill his or her collegial obligation by contributing an equivalent amount to the Faculty Fund for the Common Interest. Said fund, a separate trust fund to be maintained by the President of the University and expended by him as directed by a committee of three faculty members designated designated periodically by the Executive Director of the MSP, shall promote eleemosynary purposes connected with activity of common academic and professional interest to the faculty. (Alternatively, in the absence of a complete, proper or timely unified agency fee payment designation, as defined solely by the established administrative and fiscal practices of the MSP-U/Lowell, the MSP-U/Lowell will accept and recieve equivalent payments as contributions to its Contributory Payments Fund in accordance with its established policies for said fund.)

[It should be understood that contributors to the above are not union members and are not entitled to certain benefits which the MTA /NEA restrict to union members. However such contributors are entiled to those services from the MTA/NEA which they are obligated by law to provide to all members of the bargaining unit.]

This Agreement was duly executed by all parties on

For the Board of Regents

_____

Chancellor

_____

Director of Labor Relations

_____

For the MSP/MTA

_____

Dr. Frecerick P. Lewis
Executive Director

APPENDIX A-1

PAYROLL DEDUCTION AUTHORIZATION

To the Board of Trustees of the University of Lowell

I hereby authorize and direct the Board of Trustees of the University of Lowell through its officer, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the Massachusetts Society of Professors/U-Lowell as equal to the current rate of dues. Such deduction is to start efective or immediately after the date of this authorization, as the case may be.

I further authorize and direct you to transfer and pay the sum so deducted as directed by the Treasurer of the Massachusetts Society of Professors/University of Lowell.

In consideration of the above described service rendered by the Board of Trustees of the University of Lowell, its member, officer, agents and employees, the undersigned hereby releases and discharges the board of Trustees of the University of Lowell, its members, agents and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon thirty (30) days written notice, to the Treasurer of the Massachusetts Society of Professors/ University of Lowell, and the authorized designee of the Board of Trustees of the University of Lowell, and the revocation will become effective upon the thirtieth (30) day, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deduction will be made.

Employee Signature

Date of Notice: _____

Social Security Number _____

_____
Position Title

$ _____
Annual Salary

_____
Last Name (Print) First Middle

_____
Address

APPENDIX A-2

UNIVERSITY OF LOWELL

Massachusetts General Laws, Chapter 150 (e), Section 10

PROHIBITED PRACTICES: EMPLOYERS, EMPLOYEES

(a) It shall be a prohibited practice for a public employer or its designated representative to:

(1) interfere, restrain, or coerce any employee in the exercise of any right guaranteed under this chapter;

(2) dominate, interfere, or assist in the formation, existence, or administration of any employee organization;

(3) discriminate in regard to hiring, tenure, or any term or condition of employment to encourage to discourage membership in any employee organization;

(4) discharge or otherwise discriminate against an employee because he has signed or filed an affidavit, petition, or complaint or given any information or testimony under this chapter, or because he has informed, joined, or chosen to be represented by an employee organization;

(5) refuse to bargain collectively in good faith with the exclusive representative as required in section six;

(6) refuse to participate in good faith in mediation, fact-finding, and arbitration procedures set forth in sections eight and nine;

(b) It shall be prohibited practice for an employee organization or its designated agent to:

(1) interfere, restrain, or coerce any employer or employee in the exercise of any right guaranteed under this chapted;

(2) refuse to bargain collectively in good faith with the public employer, if it is an exclusive representative, as required in section six;

(3) refuse to participate in good faith in the mediation, fact-finding and arbitration procedures set forth in sections eight and nine.

APPENDIX A-3

ADDENDUM IN PARTIAL SETTLEMENT OF THE STATUTORILY BASED CONTRACTUAL AGENCY FEE OBLIGATION

The Massachusetts Society of Professors and the Board acknowledge the provision in Article XXVI which is authorized by the Laws of the Commonwealth and adopt such provision for the University. However, recognizing the drastic nature of the remedy provided in said statutorily based provision, the MSP and Board adopt the following Addendum in Partial Settlement of the Statutorily Based Contractual Agency Fee Obligation.

It is understood that it is a condition of employment at the University for bargaining unit members to either join the MSP or pay the Agency Service Fee or make the In Lieu of Agency Fee payment as provided in Article XXVI of the Contract.

Before invoking the sanction provisions of that Article, the MSP agrees to first transmit to the Associate Vice President for Academic Affairs a list of persons who are or are not in compliance. It is agreed that as long as persons not in compliance remain so and pending clarification of their status, no discretionary reimbursements of any kind shall be approved for such individuals, including but not limited to travel funds, tuition reimbursements and funds allocated to departments under section D of the Salary Article of the contract. (When such individual clarifies his status in a timely way, such reimbursements, if otherwise satisfactory may be approved). In addition, the MSP may require that parking privileges on university premises be restricted, and in the case of persons working on individual contract, may require that no subsequent contract may be issued, until such person's status is clarified.

The MSP agrees to take no further action against any such individual nor require the Board to take such action for a reasonable period of time, provided that, such forebearance by the MSP will not prejudice its right to require the Board to invoke the provisions of Article XXVI at a future time, and provided further that if at any time any individual affected by this Addendum takes any action that challenges its validity, the MSP and Board agree to instantly waive this settlement as to that individual. The MSP and the Board further agree that they shall exchange information about any such challenge and that such exchange between the MSP and the Board shall constitute notice by the MSP that said faculty member has failed to fulfill the condition of employment as required by the statutorily based provision. Accordingly, the University President and the Board shall automatically implement said provision.

It is further agreed that the arrangement described above shall also extend to individuals with sums outstanding from obligations imposed by the prior contract, and that the NSP may charge interest at the prevailing money market rates on any and all late payments.

Agreed Date

For NSP
Frederick P. Lewis

For the Administration
William T. Hogan

APPENDIX A-4

STATEMENT OF POLICIES, PRINCIPLES AND ADMINISTRATIVE PROCEDURES RELATING TO DISCOVERIES, INVENTIONS, AND OTHER VALUES IN WHICH THE UNIVERSITY AND UNIT MEMBERS MAY HAVE PROPRIETARY INTERESTS

A. Introduction

The University of Lowell, hereinafter referred to as the University, is a Commonwealth financed institution devoted to teaching, research, and other scholarly activities in the public interest.

The University community, including unit members, as part of its normal professional activities, carries on research which may be supported in whole or in part by the University from its own resources or which may be funded by Grants of Contracts. In some cases, discoveries, inventions, and other values result from this research. Since the Grants and Contracts which support these research activities are institutional in character, obligations to the sponsors are incurred for which the University is responsible. It is necessary to safeguard the interests of the University, the sponsor, the public and the inventor. In order to meet these obligations in an equitable and orderly manner, the University, as a body, has established the Policy herinafter described for unit members.

The University may for the purpose of promoting research at the University, obtain, administer or dispose of patents or inventions resulting from such research or other professional activity, and devote, under such regulations as the Board of Trustees may from time to time prescribe, the income therefrom to further research, beneficial to the University and to the Commonwealth. This activity shall normally be conducted through the Research Foundation.

The University of Lowell Research Foundation may (1) receive and hold in separate custody gifts, bequests, and devices or real or personal property; (2) receive and hold in separate custody compensation or reimbursement resulting from inventions, patents, contractual or other research, the conducting of tests, for outside agencies or other funds that may be acceptable to the Foundation; (3) dispurse funds so acquired for purposes of instruction, research, tests, invention, discovery, development or engineering consistent herewith; (4) obtain, administer and dispose of patents, assignments, grants, licenses or other rights and hold the same in separate custody; (5) make assignments, grants, licenses, or other disposal equitably in the public interest of any rights owned, acquired or controlled by the Foundation in or to invention, discoveries, patent applications

or patents, and to charge therefore and collect and to incorporate in funds in the custody of the Foundation reasonable compensation in such form as the Board of Trustees may determine; and (6) execute contracts with employees or others for the purpose of carrying out the provisions therof and permitting such employees or others to share in the net proceeds of such contracts as the Board of Trustees shall determine.

B. Objectives

The major objectives of this policy are:

(1) to provide a mechanism for placing in the public realm the fruits of research, while at the same time safeguarding the interests of the inventor, the University, and the sponsor.
(2) to promote cooperation and the exchange of information between the University and industry in areas of common scientific and technological interests by providing an incentive for industrial sponsorship or research projects at the University.
(3) to provide greater incentive to creative intellectual effort by unit members.
(4) to provide the mechanism by which the significance of inventions and/or discoveries may be determined.
(5) to establish principles for recognizing the rights of the inventor, the sponsor, and the university.
(6) to assist the inventor, the sponsor, and the University in realizing tangible benefits from an invention or discovery.

C. General Principles

Unit members who, during their association with the University make a discovery, and/or invent a device, product, or method including software, either on University time and/or with untilization of the physical facilities of the University, agree to cooperate with the University in defining the rights to any discoveries and/or inventions which result in consequence of their research activities. They will do this by providing the President of the University and the Director of the Research Foundation with a disclosure describing the circumstances under which the invention and/or discovery was conceived and/or tested, with particular attention to (a) naming sponsor, if any, of the project or program, (b) stating whether the invention is within the inventor's normal activities and responsibilities at the University, and (c) indicating the extent to which special equipment or physical facilities provided by the University were employed in the work on the invention and/or discovery. The above shall not be construed to include questions of ownership of copyrights on books.

D. Equities of Participants

It is the policy of the University, with reference to all creative work of unit members, to recognize the interests of all parties involved, to provide the mechanism for making a proper and equitable distribution of rights, and to assist the inventor(s) in benefitting from creative and/or novel efforts. These creative efforts derive from:

1. Inventions and/or Discoveries, which Result from Research Conducted by Unit Members Wholly on Their Own, at Their Expense and Using University Facilities.

Inventions and/or discoveries resulting from research conducted wholly at the expense of the individual, without the use of University laboratory facilities, outside the individual's normal employment responsibilities, are the property of the individual; and the University undertakes no responsibility with respect to such inventions. In all such cases the inventor is free to dispose of his inventions as he or she sees fit. In the interest of good order the President of the University and the Director of the Research Foundation should be notified of any such inventions and/or discoveries thereof.

At the option of the inventor or inventors, rights to such inventions and/or discoveries can be assigned to the University, so as to permit the University to take direct action which might include submitting them to a mutually agreed upon firm for evaluation of their patentability, interest in filing for patent application, and subsequent commercial exploitation.

2. Investigations Financed Wholly or in Part by Federal Funds

The University is obligated to report to the appropriate federal governmental agency all discoveries and/or inventions which have been derived from their funding, for definition of the federal government's rights and interests. This definition can result in:

a. the federal governmental agency acquiring and reserving to itself principal and exclusive rights, in which event any exploitation of the invention and/or discovery rests wholly with the government, or
b. in a release of the invention and/or discovery to the University, if it is determined that it is in an area in which public interest does not require that the government reserve to itself principal and exclusive rights. In this event, the University, in consultation with the inventor or inventors, can dispose of the invention and/or discovery in one of the following ways:

(1) The University may release the invention and/or discovery to the inventor or inventors subject to applicable regulations of the Federal agency. Because the federal government retains the rights to a license under any patent obtained, the patent owner agrees to convey to the University such rights as the University may need in order to fulfill its obligations to the government. In view of this, the Research Foundation must be so informed at the time of submittal and the appropriate government agency advised accordingly.
(2) The University may act to obtain a patent through the University of Lowell Research Foundation which may or may not utilize an outside firm for this purpose. The federal government retains the rights to a royalty-free, non-exclusive license throughout the world under any patent which may be issued on the invention.
(3) Take no further action.

3. Investigations Financed Wholly or Partially by Industrial, Philanthropic, or Other Organizations, or by Individuals, Under Contracts or Written Agreements.

Rights with respect to inventions and/or discoveries in this category are governed by the terms of such contracts or agreements, and the principal investigator is responsible for informing his co-workers of their rights, under such contracts or agreements before initiation of the research.

Publications that arise from such sponsored work shall take due regard of any confidential or proprietary information that has been provided by the Sponsor. Further it is recognized that patent preparation is a time-consuming task. The University is willing, therefore, to accept a reasonable publication submission delay for editing review or patent action (for a time, by prior agreement in each case) usually up to six months. Under extenuating circumstances this time may be negotiated.

As an extension of Section D-2 recognition is taken of the usual requirements by industrial sponsors that all discoveries and/or inventions which have been derived from their funding shall revert to and be disclosed only to them or to their designated representatives. Actions that parallel those in Section D-2 would apply in this case.

Inventions which are not required to be assigned by contractual terms can be treated in one of several ways, i.e., (1) they can be released to the inventor or inventors, (2) direct action can be taken through the University of Lowell Research Foundation which may or may not utilize an outside firm for the purpose of obtaining and marketing patent(s), or (3) no further action taken, the particular procedure followed in each instance being determined in consultation with the inventor or inventors.

4. Investigations Financed Wholly or in Part by the University

Inventions and/or discoveries which are made wholly or partly at the expense of the University by virtue of a special grant of time to the unit member or his use of any special University facility which time or facility was specifically designated or granted for pursuit of research which lead to the invention, will be handled on an individual basis and the rights resolved in one of several ways, depending upon the particular circumstances in each case. The University Research Council will be requested to review each individual case and to make a recommendation, consistent with the alternative actions listed below, to the President. The President, after reviewing all circumstances will make his/her recommendations to the Board of Trustees. (The decision of the Board shall be arbitrable by a party mutually agreed to by the University and the inventors). Alternative action possible:

(a) Leave the disposition of the discovery and/or invention to the inventor or inventors, with an agreed to specification of the University's rights.

(b) Refer the discovery and/or invention to a firm for evaluation of its patentability, and commercial value, and their interest in filing for patent application. Since the Agreements with such firm would be insitutional, the inventor(s) agrees to sign his invention to the University to permit the University to proceed thereunder.

(c) Refer the matter to the University for direct action by the University of Lowell Research Foundation through counsel of its own choosing. As a condition for proceeding in this manner, the inventor(s) agrees to assign the discovery and/or invention to the Unversity of Lowell Research Foundation.

Special arrangements under this section may be negotiated in advance.

E. Division of Income

For patents transferred to a firm or outside invention administration agency, the royalty income is divided among the inventor, the University, and the outside firm or agency. The inventor's share is fifty percent (50%) of total royalties received by the University from the outside firm or agency after deducting any and all remaining expenses. The remaining royalties shall be placed in a special trust fund under the jurisdiction of the President who will receive recommendations from the Research Council. In general, the funds will be used to further research and associated instruction at the University of Lowell.

When the University chooses to administer an invention by itself rather than utilizing the services of an outside invention administration agency, the University will pay all expenses associated with the procedures involved in obtaining the patent. The University is responsible for maintaining an accurate, itemized account of such expenditures, which must be made available to the inventor at his request. When a patent is issued, a final itemized statement of the expenses incurred in obtaining the patent will be furnished to the President, the Director of the Research Foundation, and the Inventor(s).

Royalties received from patents obtained by this method shall be used first to compensate the University for its expenses in obtaining the patent. This includes the normal, legal and patent office fees and an administrative charge sufficient to cover the actual expenditure of effort on the project by University personnel. Royalties in excess of these expenses shall be divided so that the University receives 50% and the inventor(s) receives 50%.

If the patent is denied, all expenses will be absorbed by the University with no liability incurred by the inventor(s).

If there should be a plurality of inventors that part of the income accruing to the inventors will be distributed on a share and share alike basis, unless otherwise specifically requested in writing by the inventor(s).

F. Arbitration of Disputes

In the event there should be a difference of opinion between the inventor or inventors and the University concerning ownership of principal rights in an invention and/or discovery, adjudication will be made by the University Research Council with legal assistance, following submission of all relevant facts surrounding the conception and reduction to practice of the invention and/or discovery. If either is dissatisified with the decision of the Council, the matter may be arbitrated as the parties shall agree or each party has the right to seek satisfaction in the courts of law.

APPENDIX A-5

UNIVERSITY OF LOWELL

Professional Vita for Annual Merit Evaluation
for the Evaluation Period 9/1/[illegible]-5/31/83

NAME_____

DEPARTMENT(S)_____COLLEGE OR UNIT_____

A. EDUCATION (Degrees awarded and programs completed during the above specified evaluation period only.)

B. PROFESSIONAL ACTIVITIES (list activities for the above specified evaluation period only and state the nature of each activity, e.g., paper read, panel discussant, professional office held, or other professional activity.)

C. UNIVERSITY & COMMUNITY ACTIVITIES (List kinds of activity set forth in Service Clause of Article IX. Faculty Agreement for the above specified evaluation period only and state the nature of each activity. List only community activities which are related to professional or academic field.)

D. GRANTS, CONTRACTS, RESEARCH, PUBLICATIONS, PERFORMANCES, EXHIBITIONS (List activities for the above specified evaluation period only by category: grants and contracts funded; articles and books published; performances and exhibitions held; and manuscripts in preparation.)

E. INSTRUCTIONAL ACTIVITIES (List kinds of activity set forth in Service Clause of Article IX. Faculty Agreement for the above specified evaluation period only and state the nature of each activity.)

_____ _____

(Signature) (Date Filed)

CONTINUE ON BACK OF THIS FORM IF ADDITIONAL SPACE IS NEEDED.

UNIVERSITY OF LOWELL

Professional Vita for Annual Merit Evaluation
for the Evaluation Period 7/1/83-5/31/84

NAME_____

DEPARTMENT(S)_____COLLEGE OR UNIT_____

A. EDUCATION (Degrees awarded and programs completed during the above specified evaluation period.

B. PROFESSIONAL ACTIVITIES (List activities for the above specified evaluation period only and state the nature of each activity, e.g. paper read, panel discussant, or professional office held.)

C. UNIVERSITY & COMMUNITY ACTIVITIES (List kinds of activity set forth in Service Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity. List only community activities which are related to professional or academic field.)

D. GRANTS, CONTRACTS, PUBLICATIONS, PERFORMANCES, EXHIBITIONS (List activities for the above specified evaluation period only. List only grants and contracts funded, articles and books published, and performances and exhibitions held and manuscripts in preparation .)

E. INSTRUCTIONAL ACTIVITIES (List kinds of activity set forth in Service Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity.)

_____ (Signature)

_____ (Date Filed)

CONTINUE ON BACK OF THIS FORM IF ADDITIONAL SPACE IS NEEDED.

UNIVERSITY OF LOWELL

Professional Vita for Annual Merit Evaluation
for the evaluation period [illegible]

NAME _____

DEPARTMENT(S) _____ COLLEGE OR UNIT _____

A. EDUCATION (Degrees awarded and programs completed during the above specified evaluation period.

B. PROFESSIONAL ACTIVITIES (List activities for the above specified evaluation period only and state the nature of each activity, e.g. paper read, panel discussant, or professional office held.)

C. UNIVERSITY & COMMUNITY ACTIVITIES (List kinds of activity set forth in Service Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity. List only community activities which are related to professional or academic field.)

D. GRANTS, CONTRACTS, PUBLICATIONS, PERFORMANCES, EXHIBITIONS (List activities for the above specified evaluation period only. List only grants and contracts funded, articles and books published, and performances and exhibitions held and manuscripts in preparation .)

E. INSTRUCTIONAL ACTIVITIES (List kinds of activity set forth in Service Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity.)

_____ _____

(Signature) (Date Filed)

CONTINUE ON BACK OF THIS FORM IF ADDITIONAL SPACE IS NEEDED.

APPENDIX A-6 Personnel Form

UNIVERSITY OF LOWELL

Comprehensive Professional Vita

NAME _____ _____ _____
(Last) (First) (MI)

Department(s) _____ College(s) or Service Unit(s) _____

Rank or Title _____ Field(s) _____

A. EDUCATION AND ACADEMIC QUALIFICATIONS

1. Education (specify degree institutions, dates, honors, major fields of study, etc.)

2. Academic Experience (Length of time at each institution, rank(s) held, etc.)

B. PROFESSIONAL ACTIVITIES

1. Professional Association Participation (State nature of participation: paper read, panel discussant, office holder, etc.)

2. Professional Honors and Awards

3. Non-Teaching Activities (Consulting and Other Professionally Related Work)

C. RESEARCH

1. Grants & Contracts

2. Academic & Professional Publications (Citations must incluce full and exact references; reprints of publications must be available for submission and must be submitted when requested. Use back of this page if additional space is needed)

3. Other Research or Creative Activities - Performances, Exhibitions, etc. (Copies of unpublished manuscripts, and programs and/or critical reviews of creative activities must be available for submission and must be submitted when requested. Use back of this page if additional space is needed.)

D. SERVICE ACTIVITIES

1. Community activities Related to Professional Field

2. Committee Activities (Indicate if department, college or university level)

3. Other Service to the University

E INSTRUCTION RELATED ACTIVITY

1. Teaching (Courses taught, number of years, undergraduate-graduate levels, etc.)

2. Other Activity and Accomplishments Related to the Instructional Function

APPENDIX A-7

UNIVERSITY OF LOWELL

MEMORANDUM OF AGREEMENT FOR SABBATICAL LEAVE OF ABSENCE

I affirm that the purpose of my sabbatical leave is as stated in my approved sabbatical leave plan. I agree to submit to the Vice President for Academic Affairs any change of sabbatical leave plan prior to the beginning of my sabbatical leave period, and I also agree not to implement any change of leave plan without his explicit approval. Such approval shall not be withheld unreasonably. In the event that I have filed a change of sabbatical leave plan, the Vice President for Academic Affairs shall notify me that my change of plan has been accepted (and that my sabbatical leave may proceed as scheduled) or that my change of plan has been rejected and that my sabbatical leave has been cancelled. If such cancellation occurs at least two months prior to the date on which my sabbatical leave was originally scheduled to begin, I shall return to the University to resume my regular faculty duties or I shall request a change of leave status from sabbatical leave of absence to leave of absence without pay, such request to be without prejudice to my contractual grievance rights or to my right to appeal the decision of the Vice President for Academic Affairs to the Board of Trustees.

I affirm that I shall not accept full-time employment during my official sabbatical leave period and that I have divulged in my approved sabbatical leave plan all financial compensation relative to the purpose for which sabbatical leave has been authorized. Prior to the beginning of my sabbatical leave period, I agree to secure the approval of the Vice President for Academic Affairs for any unanticipated additional compensation relative to the purpose for which sabbatical leave has been authorized. Such approval shall not be withheld unless, in the reasonable view of the Vice President for Academic Affairs, the unanticipated additional compensation is contrary to the purpose for which sabbatical leave has been authorized. I further agree either to abide by the decision of the Vice President for Academic Affairs or to file with him one of the following requests; (1) a request to resume my faculty duties pending review of my additional compensation if these events occur at least two months prior to the date on which my sabbatical leave was originally scheduled to begin, or (2) a request for a change of leave status from sabbatical leave of absence to leave of absence without pay, such request to be without prejudice to my contractual grievance rights or to my right to appeal the decision of the Vice President for Academic Affairs to the Board of Trustees If my sabbatical leave is cancelled or changed to leave of absence without pay before the date on which my sabbatical leave was originally scheduled to begin, such

cancellation or change shall be without prejudice to my subsequent eligibility for sabbatical leave. If my sabbatical leave is cancelled or changed to leave of absence without pay after the date on which my sabbatical leave was scheduled to begin, such cancellation or change shall prejudice my subsequent eligibility unless the decision of the Vice President for Academic Affairs is overturned by the Board of Trustees in resolution of a grievance which I have filed.

Within one semester following completion of my sabbatical leave, and at a time within this period designated by the Vice President for Academic Affairs, I agree to submit to my chairperson and college dean a written report detailing my achievements during the official sabbatical leave period.

I understand that failure to comply with the aforesaid provisions of this Memorandum of Agreement constitutes default of my approved sabbatical leave and pending any subsequent detemination of the Board of Trustees of the University of Lowell, I agree to repay to the Commonwealth of Massachusetts such University salary as the Board of Trustees has determined.

Upon termination of authorized sabbatical leave, I further agree to return to the service of the University of Lowell for a period equal to twice the length of granted sabbatical leave and that in default of completing such service I agree to refund to the Commonwealth of Masschusetts, unless excused therefrom by the Board of Trustees of the University of Lowell, an amount equal to such portion of the salary received while on sabbatical leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

_____

(Signature of Sabbatical Recipient) (Date of Signature)

_____

(Signature of Vice President for Academic Affairs)
(Date of Signature)

_____

(Official Sabbatical Leave Period)

APPENDIX A-8

Personnel Form #6

UNIVERSITY OF LOWELL
1 University Avenue
LOWELL, Massachusetts 01854

Office of the Vice President
for Academic
Affairs

_____
(Date)

MEMORANDUM OF PROFESSIONAL ACADEMIC REAPPOINTMENT
Date of Initial Full-Time University Appointment_____

TO:

Period of Appointment from_____through_____

Rank:_____(With Tenure_____;Without Tenure_____)

Discipline(s):_____Department(s)_____

_____Salary:_____ (Annual_____Semester_____)

Additional Appointment Terms_____

_____

If you accept this appointment, it is understood that you agree to the terms of employment as specified on the reverse side of this memorandum of appointment and as provided by the Agreement Between the Massachusetts Society of Professors of the University of Lowell and the Board of Trustees of the University of Lowell,. Please acknowledge your acceptance of the terms of employment by signing below and by returning three signed copies of this memorandum to the Office of the Vice President for Academic Affairs, University of Lowell (South Campus), Lowell, Massachusetts 01854. Official acknowledgement of appointment acceptance must be received by the Office of the Vice President no later than 30 days of appointment notification or 7 days prior to the initial date of the appointment period, whichever deadline is earlier.

_____ _____
(Appointee) (Vice President for Academic Affairs)

_____
(Date of Signature

The University of Lowell is an Equal Opportunity/Affirmative Action University

Personnel Form #6a

UNIVERSITY OF LOWELL
1 University Avenue
LOWELL, Massachusetts 01854

Office of the Vice President
for Academic Affairs

_____
(Date)

MEMORANDUM OF PROFESSIONAL ACADEMIC APPOINTMENT

TO:

Period of Appointment from_____through_____

Rank:_____(With Tenure_____;Without Tenure_____)

Discipline(s):_____
Department(s)_____

_____Salary:_____ (Annual_____;Semester_____)

Additional Appointment Terms_____

_____

If you accept this appointment, it is understood that you agree to the terms of employment as specified on the reverse side of this memorandum of appointment and as provided by the Agreement Between the Massachusetts Society of Professors of the University of Lowell and the Board of Trustees of the University of Lowell,. Please acknowledge your acceptance of the terms of employment by signing below and by returning three signed copies of this memorandum to the Office of the Vice President for Academic Affairs, University of Lowell (South Campus), Lowell, Massachusetts 01854. Official acknowledgement of appointment acceptance must be received by the Office of the Vice President no later than 30 days of appointment notification or 7 days prior to the initial date of the appointment period, whichever deadline is earlier.

_____ _____
(Appointee) (Vice President for Academic Affairs)

_____
(Date of Signature)

The University of Lowell is an Equal Opportunity/Affirmative Action University

Reverse A-8 (Personnel Forms #6 & 6a)

Terms of Employment

1. All appointments to the faculty and professional library staff of the University are subject to appropriations and the conditions of appropriations and the General Laws of the Commonwealth of Massachusetts.

2. Appointment to a position is authorized only when confirmed by the official memorandum of appointment from the Vice President for Academic Affairs and according to the terms specified by such memorandum.

3. Appointment to the professional library staff, unless otherwise stated, is for a twelve-month year and is without tenure during the first seven years of credited service. Appointments to the faculty, unless otherwise stated, are for a nine-month year and are without tenure during the first seven years of credited service.

4. Duties and location may be assigned to the appointee as required and approved by the President within the terms of the Agreement between the Massachusetts Society of Professors, University of Lowell, and the Board of Trustees of the University of Lowell.

5. Salaries are paid in twelve MONTHLY installments but advances on account of salary may be authorized under such rules and regulations as the Treasurer of the Commonwealth may prescribe.

6. The appointee in accepting this appointment agrees to abide by all the laws, rules, and regulations of the Commonwealth of Massachusetts, the University, and the President or a duly authorized officer acting for him.

7. A faculty member or librarian who wishes to resign his or her University appointment shall give notice of thirty days after receiving notice of terms of reappointment for the succeeding year or by May 15th, whichever deadline is later. The faculty member or librarian may request a waiver of this requirement of notice in the case of hardship. In such cases, the University reserves the right to require written substantiation of an alleged hardship and reserves to itself all contractual rights when in the view of the Board of Trustees such hardship is insufficient or unsubstantiated.

Copy for ERIC

8. Agreements or understandings outside this document or the Agreement between the NSP and the Board of Trustees are invalid and have no force.

9. Persons newly hired do not receive contractual increases during their first year and initial salaries are negotiated accordingly.